

**DRAFT AGREEMENT BETWEEN UNESCO AND THE STATE OF KUWAIT
REGARDING GLOBAL CENTRE FOR EXCELLENCE FOR THE EMPOWERMENT OF
PERSONS WITH DISABILITIES THROUGH INFORMATION AND COMMUNICATION
TECHNOLOGIES (ICT) UNDER THE AUSPICES OF UNESCO (CATEGORY 2)**

The Government of The State of Kuwait

and

The United Nations Educational, Scientific and Cultural Organization,

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of [...],

Considering that the General Conference in Resolution [38 C/...] approved the establishment of the Global Centre for Excellence for the Empowerment of Persons with Disabilities through Information and Communication Technologies (ICT) under the auspices of UNESCO (category 2) and authorized the Director-General to sign the corresponding agreement,

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the Global Centre for Excellence for the Empowerment of Persons with Disabilities through Information and Communication Technologies (ICT) in this Agreement,

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

1. In this Agreement, “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
2. The “Government” means the “Government of the State of Kuwait”.
3. The “Centre” means the “Global Centre for Excellence for the Empowerment of Persons with Disabilities through Information and Communication Technologies (ICT)”.

Article 2 – Establishment

The Government shall agree to take, in the course of the year 2016, any measures that may be required for the setting up on its territory of the Global Centre for Excellence for the Empowerment of Persons with Disabilities through Information and Communication Technologies under the auspices of UNESCO (Category 2), as provided for under this Agreement.

Article 3 – Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and the Government concerned and also the rights and obligations stemming therefrom for the Parties.

Article 4 – Legal status

- 4.1 The Centre shall be independent of UNESCO.

4.2 The Government shall ensure that the Centre enjoys within its territory the functional autonomy necessary for the execution of its activities and the legal capacity:

to contract;

to institute legal proceedings;

to acquire and dispose of movable and immovable property.

Article 5 – Constitutive Act

The constitutive act of the Centre must include provisions describing precisely:

- (a) the legal status granted to the Centre, within the national legal system, the legal capacity necessary to exercise its functions and to receive funds, obtain payments for services rendered, and acquire all means necessary for its functioning;
- (b) a governing structure for the Centre allowing UNESCO representation within its governing body.

Article 6 – Functions/objectives

1. The Objectives of the Centre shall be to empower persons with disabilities through their full inclusion in knowledge societies, achievable through universal access to information and knowledge delivered by Information and Communication Technologies (ICTs) in the context of the Post 2015 Sustainable Development Agenda by:

- (i) Driving a “step change” in capacity to identify, gather, assess and usefully disseminate international knowledge and best practice around technology transfer to address disability issues through the creation of an international repository of expertise;
- (ii) Building enhanced capacity towards raising professional standards and developing integrated action programmes - at country, regional and global level - embracing all spheres of life where barriers block the full inclusion of persons with disability, especially in regard to access to information and knowledge;
- (iii) Creating innovative networks among stakeholders – government, educational and other professional practitioners, commercial, civil society and not least persons with disabilities and their families – so that technology transfer takes place in the most informed and systematic manner increasing the chances of success;
- (iv) Playing a major role using all ICTs and all communication media - at national, regional, international and global levels - to raise awareness of disability issues and to counter negative attitudes and prejudices.

2. The functions of the Centre will be tailored towards strengthening the application of ICTs to the problems faced by persons with disabilities. In particular, it will have the following functions:

- (i) Clearing house – to map existing resources and identify good practices and appropriate ICT solutions at regional, international and global level for the establishment of an international clearing-house, adding value through the practical help it can offer to the global community in addressing disability issues.
- (ii) Capacity-builder – to strengthen the ability of all relevant stakeholders to create synergies, provide guidance and advice those seeking to improve access to

- information and knowledge for persons with disabilities around the world using best technological solutions;
- (iii) International facilitator – to intensify knowledge exchange through dialogue among UNESCO’s Member States about disability and information accessibility issues, to raise awareness as well as to build confidence and reinforce the capacity of public and private bodies to develop effective programmes that address disability issues on a coordinated basis extracting value from newly-created networks in which the Global Centre should play an important role;
 - (iv) Catalyzer of new ideas and joined-up thinking – to mobilize the international community to be innovative and comprehensive in addressing disability issues in terms of their linkage with other areas of disadvantage: poverty eradication, empowerment of women and elderly, and the fight against cultural and linguistic prejudice using public-private partnerships wherever possible, to support the sustainability of the Global Centre and make its resource base more robust.
3. The Centre shall pursue the above objectives and perform the above-mentioned functions in close cooperation with the UNESCO’s programmes in the area of harnessing the potential of ICTs to access information and knowledge for persons with disabilities.
4. The Centre’s capacity to perform the above functions will depend on the extent to which international, regional and national support can be mobilized.

Article 7 – Governing Board

1. The Centre shall be guided and overseen by a Governing Board renewed every two years and include:
- (i) representatives of the Government concerned or his/her appointed representative;
 - (ii) the Director of the Global Centre for Excellence.
 - (iii) a representative of the Kuwait Higher Council for Disabled Affairs (HADA);
 - (iv) representatives of Member State(s), which have sent to the Centre notification for membership, in accordance with the stipulations of the article 10, paragraph 2 and have expressed interest in being represented on the Board (Ref.: Agreement between UNESCO and Kuwait);
 - (v) a representative of the Director-General of UNESCO;
 - (vi) a representative of the Committee on the Rights of Persons with Disabilities (CRPD);
 - (vii) up to three representatives of global non-governmental organizations operating in this field;
2. The Governing Board shall:
- (a) approve the long-term and medium-term programmes of the Centre;
 - (b) approve the annual work plan of the Centre, including the staffing table;
 - (c) examine the annual reports submitted by the director of the Centre, including biennial self-assessment reports of the Centre’s contribution to UNESCO’s programme objectives;
 - (d) examine the periodic independent audit reports of the financial statements of the Centre and monitor the provision of such accounting records necessary for the preparation of financial statements;
 - (e) adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws of the country;

- (f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.
- (g) meet in ordinary session at regular intervals, at least once every calendar year;
- (h) meet in extraordinary session if convened by its Chairperson, either on his/her own initiative or at the request of the Director-General of UNESCO or of a majority of the members;
- (i) adopt its own rules of procedure and for its first meeting the procedure shall be established by the Government and UNESCO.

5. In order to ensure the effective running of the Centre, the Executive Committee shall be established and composed of:

- (i) the Director of Centre or his/her appointed representative, who shall chair the Executive Committee;
- (ii) a representative of the Government of Kuwait;
- (iii) up to three other representatives / staff members of the Centre;
- (iv) up to two representatives of the global non-governmental organizations operating in this field.

6. The Executive Committee will have the authority to:

- (a) Monitor the execution of the Centre's activities;
- (b) Examine the draft annual work plan and budget, including the staffing table, as well as the medium-term and long-term programmes of the Centre and submit recommendations thereon to the Governing Board;
- (c) Follow up the implementation of the Centre's activities in accordance with the annual work plan, as well as the medium-term and long-term programmes of the Centre;
- (d) Ensure that the necessary activities and actions to implement the annual work plan and budget are carried out, as well as the medium-term and long-term programmes of the Centre;
- (e) Propose to the Governing Board candidates for the post of Director of the Centre;
- (f) Adopt its own rules and procedures.

The Executive Committee shall meet at least twice a year.

7. The Governing Board will request technical advice in consultation with Executive Committee from a Technical Advisory Committee. The Technical Advisory Committee shall act as a consultative and advisory body to the Governing Board and the Executive Committee as well as provide technical advice for the planning, execution, review and monitoring of specific activities of the Centre. It should serve as contact point with latest relevant technological advancements globally. The Director of the Centre will be responsible to establish a Technical Advisory Committee and coordinate its work. It will be composed of the Director of the Centre, who shall coordinate it, and up to five independent experts from each UNESCO's region. The Technical Advisory Committee shall assist the Executive Committee in the fulfilment of its mandate, as requested.

Article 8 – UNESCO's contribution

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of the Centre, in accordance with the strategic goals and objectives of UNESCO by:

- (a) providing the assistance of its experts in the specialized fields of the Centre; (and/or)
- (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; (and/or)

- (c) seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis if justified by the implementation of a joint activity/project within a strategic programme priority area.
 - (d) facilitating the exchange of researchers and professionals from the Centre for training activities;
 - (e) facilitating collaboration with institutions in the United Nations system and other relevant category 2 centres;
 - (f) providing technical assistance for collecting information and documentation;
 - (g) helping to disseminate knowledge and training experience developed by the Centre;
 - (h) assisting in the design and application of training tools for the Centre;
 - (i) supporting research work at the Centre on the implementation and impact of the development of inclusive and accessible solutions for persons with disabilities to access information and knowledge and facilitate the sharing of results with stakeholders;
 - (j) helping to establish and strengthen networks to facilitate the exchange of information among stakeholders;
 - (k) collaborating in organizing courses, workshops, exhibitions, conferences, symposia and seminars around the world; and,
 - (l) disseminating the results of this collaboration.
2. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO's programme and budget, and UNESCO will provide Member States with accounts relating to the use of its staff and associated costs.

Article 9 – Contribution by the Government

1. The Government shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre.
2. The Government undertakes to:
 - (a) make available to the Centre adequate and accessible physical facilities for persons with disabilities, located in Kuwait City, for the pursuit of its activities;
 - (b) entirely assume all costs for the operation and maintenance of the Centre;
 - (c) contribute to the Centre;
 - (d) make available to the Centre the technical and administrative staff necessary for the performance of its functions, which shall comprise:
 - organize the Governing Board, Executive Committee and Technical Advisory Committee meetings and cover associated financial cost;
 - carry out activities of the Centre in accordance with its annual work plan and budget.

Article 10 – Participation

1. The Centre shall encourage the participation of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the Centre, desire to cooperate with the Centre.

2. Member States and Associate Members of UNESCO wishing to participate in the Centre's activities, as provided for under this Agreement, shall send to the Centre notification to this effect. The director shall inform the Parties to this Agreement and other Member States of the receipt of such notifications.

Article 11 – Responsibility

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Centre, and shall also not be subject to any legal process, and/or bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

Article 12 – Evaluation

1. UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to ascertain:

- (a) whether the Centre makes a significant contribution to UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of C/5 document (Programme and Budget), including the two global priorities of the Organization, and related sectoral or programme priorities and themes;
- (b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.

2. UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of the category 2 Centre to UNESCO strategic programme objectives, to be funded by the host country or Centre.

3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.

4. Following the results of an evaluation, each of the Parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 16 and 17.

Article 13 – Use of UNESCO name and logo

1. The Centre may mention its affiliation with UNESCO. It may therefore use after its title the mention "under the auspices of UNESCO".

2. The Centre is authorized to use the UNESCO logo or a version thereof on its letterheaded paper and documents including electronic documents and web pages in accordance with the conditions established by the governing bodies of UNESCO.

Article 14 – Entry into force

This Agreement shall enter into force, following its signature by the Parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the State of Kuwait and by UNESCO's internal regulations have been completed. The date of receipt of the last notification shall be deemed to be the date of entry into force of this Agreement.

Article 15 – Duration

This Agreement is concluded for a period of six years as from its entry into force. - The Agreement shall be renewed upon common agreement between Parties once the Executive Board made its comments based on the results of the renewal assessment provided by the Director-General.

Article 16 – Denunciation

1. Each of the Parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within ninety (90) days following receipt of the notification sent by one of the contracting parties to the other.

Article 17 – Revision

This Agreement may be revised by written consent between the Government and UNESCO.

Article 18 – Settlement of disputes

1. Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement, if not settled by negotiation or any other appropriate method agreed to by the Parties, shall be submitted for final decision to an arbitration tribunal composed of three (3) members: one of whom shall be appointed by the Government, another by the Director-General of UNESCO, and a third, who shall preside over the tribunal, shall be chosen by the first two. If the two arbitrators cannot agree on the choice of a third, the appointment shall be made by the President of the International Court of Justice.
2. The Tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in Paris copies in the two original copies in Arabic and English languages, on [...] In case of divergence between the English and Arabic version of the Agreement, the English version shall prevail.

.....
For the United Nations Educational,
Scientific and Cultural Organization

.....
For the Government of The State of Kuwait