

AGREEMENT

BETWEEN

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

AND

SHENZHEN MUNICIPAL PEOPLE'S GOVERNMENT

THE PEOPLE'S REPUBLIC OF CHINA

CONCERNING

**THE ESTABLISHMENT OF AN INTERNATIONAL CENTRE FOR HIGHER EDUCATION
INNOVATION IN SHENZHEN, CHINA AS A UNESCO CATEGORY 2 CENTRE**

UNESCO HEADQUARTERS

PARIS

The United Nations Educational, Scientific and Cultural Organization,

and

The Shenzhen Municipal People's Government of the People's Republic of China

Considering that the Director-General has been authorized by the General Conference at its 38th session to conclude with the Shenzhen Municipal People's Government of the People's Republic of China an agreement in conformity with the 37 C/18 Part I Revised Integrated Comprehensive Strategy on Category 2 Centres was submitted to the General Conference,

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the said Centre in this Agreement,

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

In this Agreement, unless the context otherwise requires,

1. "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
2. "Government" refers to the Shenzhen Municipal People's Government of the People's Republic of China.
3. "The Centre" refers to the International Centre for Higher Education Innovation in Shenzhen, as a Category 2 Centre under the auspices of UNESCO.

Article 2 – Establishment

The Government shall agree to take, in the course of 2015-2016, any measures that may be required for the establishment in Shenzhen, People's Republic of China, of a centre under the auspices of UNESCO, as provided for under this Agreement, hereinafter referred to as "the Centre".

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 Centre shall be established as an independent statutory body in Shenzhen. The Centre shall enjoy 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 Centre shall be constituted as follows:

- (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) the Centre shall be governed by a governing structure for the Centre allowing UNESCO representation within its governing body.

Article 6 – Functions/objectives/activities

1. The functions of the Centre shall be to:
 - a. Serve as a laboratory of ideas in higher education for Asia-Pacific, and generate innovative proposals and policy advice for the consideration of Member States in this region;
 - b. Strengthen international and regional cooperation in higher education, and foster alliances, intellectual cooperation, knowledge sharing and operational partnerships in Asia-Pacific; and
 - c. Provide relevant advice for policy development and implementation and develop institutional and human capacities for higher education.

2. The Objectives of the Centre shall be to produce knowledge, provide technical support, capacity building and serve as a platform for information sharing in the Asia and Pacific region.
3. The Centre will carry out the following activities:
 - a. Global level: international forums, publications and information platforms;
 - b. Regional level: capacity building training for policy makers, institutional leaders, faculty members and administrators in Asian- Pacific countries;
 - c. Sub-regional level: higher education projects in South Asia, Southeast Asia and West Asia.

Article 7 – Governing Board

1. The Centre shall be guided and overseen by a Governing Board renewed every 3 years, and will include:
 - a. a representative renowned in the field of higher education in People's Republic of China;
 - b. a representative of the Government;
 - c. a representative of the Director-General of UNESCO;
 - d. a representative of China National Commission for UNESCO;
 - e. the Director of the Centre;
 - f. a representative of South University of Science and Technology of China;
 - g. a representative of the International Advisory Committee, composed of experts, as indicated in paragraph 7.5 below;
 - h. a representative of a UNESCO Member State in Asia Pacific which has sent notification to the Centre, in accordance with Article 10.2 below;
 - i. a representative of a UNESCO Member State in other regions which has sent notification to the Centre in accordance with Article 10.2 below.
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 a 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;
3. The Governing Board shall adopt its own rules of procedure, including rules of voting, and the selection of Board Chair and Vice Chair. For its first meeting the procedure shall be established by the Government and UNESCO.
4. The Governing Board shall meet in ordinary session at regular intervals, at least once every calendar year. It shall 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 two-thirds of its members.
5. The governing Board will establish an international advisory committee of 5-7 experts to provide guidance and support to the Centre's programmes and activities. The Director of the Advisory Committee shall be appointed by the Board and will serve on the Board as a member.

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,
 - (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; and,
 - (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.

2. In all the cases listed above, such assistance shall be incorporated within the provisions of UNESCO's C/5 document (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 resources needed, either financial or in kind, for the administration and proper functioning of the Centre.
2. The Government undertakes to:
 - a. make available to the Centre office space, staff, facilities and utilities for the purpose of establishing the Centre and maintaining its functions;
 - b. entirely assume the maintenance of the premises of the Centre;
 - c. contribute to the Centre the appropriations for 2015 and 2016 to meet its operational cost. The appropriations for years after will be decided based on the annual budget proposed by the Centre following pertinent review procedures;
 - d. shall appoint the Director of the Centre.

Article 10 – Participation

1. The Centre shall encourage the participation in its activities 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 the agreement and other Member States of the receipt of such notifications.

Article 11 – Responsibility

As the Centre is legally separated 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 times, carry out an evaluation of the activities of the Centre in order to ascertain:
 - (a) whether the Centre makes a significant contribution to the 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 of the 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 contracting 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 letter headed 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.

Article 15 – Duration

This Agreement is concluded for a period of six (6) 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 – Revision

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

Article 17 – Denunciation

1. Each of the Parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within thirty [30] days following receipt of the notification sent by one of the contracting parties to the other.

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 (two) 2 copies in the (English and Chinese) languages, on (...).

In case of divergence between the two versions, the English version shall prevail.

For the United Nations Educational,

Scientific and Cultural Organization

For Shenzhen Municipal People's
Government,

People's Republic of China