

DRAFT AGREEMENT

BETWEEN  
THE GOVERNMENT OF  
THE ARAB REPUBLIC OF EGYPT

AND  
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND  
CULTURAL ORGANIZATION (UNESCO)

REGARDING  
THE ESTABLISHMENT OF THE REGIONAL CENTER FOR  
ADULT EDUCATION (ASFEC)  
IN THE ARAB REPUBLIC OF EGYPT

AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF  
UNESCO

The Government of the Arab Republic of Egypt 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 Adult Education,

Noting the Agreement signed by the Royal Government of Egypt and the United Nations Educational, Scientific and Cultural Organization on 25 April 1952 on the Establishment of an International Centre for Basic Education in Egypt,

Also noting the Presidential Decree No 239 for the year 1982 which establishes the said-Centre as a public institution affiliated to the Ministry of Education of Egypt,

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of the Arab Republic of Egypt an agreement in conformity with the draft which 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 Government of the Arab Republic of Egypt.
3. "The Centre" refers to The Regional Centre for Adult Education.
4. "The Governing Board" refers to the Governing Board of The Regional Centre for Adult Education.
5. "Director" refers to the Director of The Regional Centre for Adult Education.

#### **ARTICLE 2 Establishment**

The Government shall agree to take, in the course of the year 2013-2014, any measures, including as necessary, revisions in the laws and regulations governing the Centre, that may be required for the transformation of the Regional Centre for Adult Education into 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**

1. The Centre shall be independent of UNESCO.
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;
  - to accept donations and gifts from Member States, Organizations and Individuals;

**ARTICLE 5**  
**Constitutive Act**

The constitutive act of the Centre must include the following provisions:

- 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**

The objectives of the Centre shall be to:

1. train specialists in the field of literacy and adult education;
2. train leaders in the field of literacy;
3. conduct research on adult education and human investment;
4. disseminate knowledge and resources in the field of literacy and adult education, especially among concerned institutions in the Arab Region.

**ARTICLE 7**  
**Governing Board**

1. The Centre shall be guided and overseen by a Governing Board renewed every four (4) years and include:
  - a. the Under-Secretary of State of the Ministry of Education and Head of the General Education Sector, as the Chairperson;
  - b. a representative of the Government concerned or his/her appointed representative;
  - c. representatives of Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 10, paragraph 2, below and

- have expressed interest in being represented on the Board;
  - d. a representative of the Director-General of UNESCO.
2. The Governing Board shall:
    - a. approve the long-term and medium-term programs 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 of the Centre's contribution to UNESCO's programme objectives;
    - d. adopt the rules and regulations and determine the financial, administrative and personnel management procedures of the Centre in accordance with the laws of the country;
    - e. decide on the participation of regional intergovernmental organizations and international organization in the work of the Centre.
  3. 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 or her own initiative or at the request of the Director-General of UNESCO or of majority of its members.
  4. The Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government and UNESCO.

#### **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;
  - b. engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations;
  - 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 priority area as approved by UNESCO's governing bodies.
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 of 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 the necessary specialized human resources;
  - b. entirely assume the maintenance of the premises;
  - c. make available to the Centre the administrative staff necessary for the performance of its functions.

#### **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 the 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 its acts or omissions, and shall also not be subject to any legal process, and shall 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 an important contribution to the strategic goals of UNESCO;
  - b. whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
2. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation.
3. 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, documents, electronic documents, and webpages, 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 contracting parties.

#### **ARTICLE 15** **Duration**

This Agreement is concluded for a period of 4 (four) years as from its entry into force, and shall be deemed renewed unless otherwise expressly denounced by either party as provided for in Article 16.

#### **ARTICLE 16** **Denunciation**

1. Each of the contracting parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 180 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 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 it is 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 as follows:

*one of whom shall be appointed by [a representative of 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 representatives, duly authorized to do so, sign the original copies of this Agreement, done in four copies, two in English and two in Arabic, the English version being the authoritative version, on [...] in [...].

For the Government of the Arab Republic of Egypt,

For the United Nations Educational and Scientific Cultural Organization,

Signature:

Signature:

Name:

Name:

Designation:

Designation: