

**AGREEMENT**

**BETWEEN**

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

**AND**

**THE GOVERNMENT OF THE UNITED ARAB EMIRATES**

**ON THE REGIONAL CENTRE FOR EDUCATIONAL PLANNING  
(RCEP)**

**IN THE UNITED ARAB EMIRATES**

**UNESCO HEADQUARTERS**



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The Government of the United Arab Emirates and

The United Nations Educational, Scientific and Cultural Organization,

Recalling 32 C/Resolution 11, by which the General Conference of the United Nations Educational, Scientific and Cultural Organization welcomed the initiative of the United Arab Emirates to respond to the pressing need of improving educational planning in the Gulf region, and approved the establishment of a Regional Educational Planning Centre under the auspices of UNESCO (category 2) in the United Arab Emirates,

Noting the Agreement signed by the Government of the United Arab Emirates and the United Nations Educational, Scientific and Cultural Organization on 7 March 2008 on the operation of the Regional Centre for Educational Planning (RCEP) in the United Arab Emirates, which expires in 2011,

Considering 35 C/Resolution 103 by which the General Conference approved a new integrated comprehensive strategy for Category 2 institutes and centres, and requested the Director-General to apply this strategy to any renewals of existing agreements, and

Desiring to define the terms and conditions governing the framework for cooperation with the United Nations Educational, Scientific and Cultural Organization that shall be granted to the Regional Centre for Educational Planning 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" refers to the Government of the United Arab Emirates,
3. "the Centre" is the Regional Centre for Educational Planning,
4. "Governing Board" refers to the Governing Board of the Regional Centre for Educational Planning",
5. "Chairperson of the Governing Board" refers to the Minister of Education of the United Arab Emirates,
6. and "Director" refers to the Director of the Regional Centre for Educational Planning

**Article 2 – Establishment**

The Government agrees to take, in the course of the year 2012, any measures that may be required for the alignment of the existing centre with the clauses of the present 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**

The objectives of the Centre shall be to:

- (a) build national and regional capacity for modern educational planning, by targeting senior officials and technical staff of ministries of education, local level (province, district) education offices, and other ministries directly related to the education sector, such as finance ministries, through
  - (i) training in all aspects of education planning;
  - (ii) training in applied education research, by undertaking fact-finding and analysis work focused on specific needs of the Gulf countries and other States in the Arab region;
  - (iii) awareness-raising with regard to specific sector development issues which are of priority for the countries in the region;



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- (b) facilitate access to information on educational planning and management of other countries and relevant information published by international organizations and institutions, in particular the UNESCO International Institute for Educational Planning (IIEP), by making relevant material available to the trainees of the Centre in English and Arabic, including translating selected material into Arabic, and by disseminating material on educational planning and management to education authorities in the region.

#### **Article 7 – Governing Board and organisation**

1. The Centre shall be guided and overseen by a Governing Board renewed every four years and include:
  - (a) the Minister of Education of the United Arab Emirates or his/her appointed representative,
  - (b) representatives of up to six Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 12, paragraph 2 below, and have expressed interest in being represented on the Board,
  - (c) Two representatives of the Director-General of UNESCO, including the Director of the UNESCO International Institute for Educational Planning (IIEP) or his/her representative,
  - (e) the Director of the Centre (who shall have no voting rights).
  
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 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 for the Centre in accordance with the laws of the country;
  - (e) decide on the participation of regional intergovernmental organizations and international organizations 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 the 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.



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5. The structure of the Centre as well as the number and qualification of its professional and support staff is determined by the Centre's objectives set forth in Article 6 above. Thus, the Centre will have three programme departments as follows:

- (a) Educational Training Department,
- (b) Education Research and Studies Department,
- (c) Administrative Support Department,

6. The activities of the Centre will be conducted in Arabic and, whenever appropriate, in English.

7. RCEP can issue its own certificates when it designs, formulates and runs its own programs to meet the specific needs of its clients, it being understood that in such cases UNESCO's name cannot and will not be associated neither with the course, nor with the certificate issued by RCEP.

#### **Article 8 – Personnel**

1. The personnel of the Centre shall comprise on a regular basis: professional staff, administrative staff and other support staff.

2. The Centre shall have a core group of professional staff, including the Director, that shall exercise collective leadership in substantive matters, monitoring and guiding the training, research and information dissemination activities of the Centre, in order to ensure consensus on major programme and programme management matters. The core professional staff shall be engaged for periods of at least three years, and preferably five years or more, in order to ensure the building of solid professional quality and experience and ensure its sustainability.

3. The personnel of the Centre shall comprise on an ad-hoc basis, visiting lecturers and visiting research fellows, for limited periods of time and for specific tasks.

4. All personnel that have signed a contract with the Centre shall be under the authority of the Director of the Centre and shall report to him/her.

#### **Article 9 – Director**

1. The Director of the Centre shall be appointed by the Chairperson of the Governing Board after consultation with each member of the Board. The Director shall discharge the following duties:

- (a) direct the work of the Centre in conformity with the directives and programmes established by the Governing Board;
- (b) propose the work plan, budget and staffing table to the Governing Board;



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- (c) appoint the staff of the Centre in consultation with the Minister of Education of the United Arab Emirates, the Chairman of RCEP Governing Board and consultations with the Board especially when hiring senior staff;
- (d) organize at regular intervals (at least once every calendar month) and chair meetings of the core group of professional staff in order to ensure consensus on major programme and management matters;
- (e) prepare and submit reports on the activities of the Centre to the Governing Board;
- (f) prepare the provisional agenda for the sessions of the Governing Board and submit to the Board proposals that he/she deems necessary for the administration of the Centre;
- (g) maintain relations with institutes, centres and national and international organizations directly relevant to the work of the Centre;
- (h) submit proposals to the Governing Board that he/she deems necessary for the efficient management of the Centre and which require Board consultation or approval;
- (i) represent the Centre in law and in all civil acts.

2. The Director shall work closely with the core group of professional staff.

#### **Article 10 – 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.

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 11 – 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 appropriate space, furniture and equipment, technology, infrastructure and software and,
- (b) entirely assume the operating costs of the Centre, including the salaries and compensations of the personnel of the Centre and,
- (c) shall cover all the expenses of holding the sessions of the Governing Board.

3. The Centre may, with approval of the Governing Board, receive contributions from other participating countries, tuition fees, gifts and legacies from Foundations, Agencies and individuals.

### **Article 12 – 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 13 – Responsibility**

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the centre, shall 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 14 – 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 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 conducted.



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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 18 and 19.

#### **Article 15 – 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 16 – Entry into force**

This Agreement shall enter into force, following its signature by the contracting parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the United Arab Emirates 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 17 – Duration**

This Agreement is concluded for a period of 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 18.

#### **Article 18 – 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 19 – Revision**

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





## Article 20 – 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 members 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 have signed this Agreement,

DONE in 2 copies in the English language and 2 copies in the Arabic language, the English version being the authoritative version, on Friday, 7 September 2012.

For the United Nations Educational,  
Scientific and Cultural Organization

For the Government of the  
United Arab Emirates



Irina Bokova  
Director-General of UNESCO



Humaid Al Qutami  
Minister of Education