

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

**AND**

**THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN**

**CONCERNING THE RENEWAL STATUS OF THE REGIONAL CENTER FOR THE  
DEVELOPMENT OF SCIENCE PARKS AND TECHNOLOGY BUSINESS INCUBATORS  
IN ISFAHAN, ISLAMIC REPUBLIC OF IRAN, UNDER THE AUSPICES OF UNESCO  
(CATEGORY 2)**

The Government of the Islamic Republic of Iran,

and

The Director-General of the United Nations Educational, Scientific and Cultural Organization,

*Having regard* to the 35 C/Resolution 20, Part XXII whereby the UNESCO General Conference approved, in 2009, the establishment in the Islamic Republic of Iran of the Regional Centre for the Development of Science Parks and Technology Incubators under the auspices of UNESCO (category 2) and invited the Director-General to conclude the corresponding document between UNESCO and the Government;

*Having regard* to the Agreement, signed on 17 December 2009 between UNESCO and the Government concerning the establishment of the Regional Centre for the Development of Science Parks and Technology Incubators;

*Considering* the renewal assessment review of the activities perform by the Regional Centre for the Development of Science Parks and Technology Incubators, which was undertaken in the compliance with the Integrated Comprehensive Strategy for Category 2 Institutes and Centers 37 C/Resolution 93 and the corresponding document 37 C/18 Part I;

*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**

1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization,
2. "Government" means the Government of the Islamic Republic of Iran,
3. "Centre" means the Regional Centre for the Development of Science Parks and Technology Incubators, Isfahan, Islamic Republic of Iran.

## **Article 2 - Establishment**

The Government shall agree to take, in the course of the year 2016, any measures that may be required for continuing the operation, as provided for under this Agreement, of the Regional Centre for the Development of Science Parks and Technology Incubators under the auspices of UNESCO, hereinafter called "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 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 – Consultative Act**

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

- (a) the legal status granting 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) to conduct capacity building. The Centre will conduct regional trainings, workshops, seminars and conferences for science park and technology incubator stakeholders such as: technopolis managers, scientists and local/national government decision makers from the region.
- (b) to provide technical assistance. The Centre will provide countries in the region with technical assistance in science park and technology incubator governance, which will consist of: (i) preparation of feasibility studies, (ii) elaboration of science park development plans, (iii) technical advice on networking, seeking fundings and science park establishment, and (iv) foreign investment promotion. Experts on science and technology parks will be mobilized for this technical assistance.

- (c) to facilitate knowledge transfer. In order to promote knowledge transfer between the public and private sectors, the Centre will foster cooperation between government, academia and industry.
- (d) to support research. The proposed Centre will support or host junior and senior research fellows working on science parks and technology incubators.
- (e) to network. The Centre will facilitate network development and collaborative research and development and training programmes at regional and international levels, including linkage of designated nodal centres in participating countries; and
- (f) Information exchange and dissemination. The Centre will promote information exchange and dissemination, including publishing books and journal articles on science parks and technology incubators.

### **Article 7 – Governing Board**

1. The Centre shall be guided and supervised by a Governing Board renewed every 2 years and include:
  - (a) a representative of the Government of the Islamic Republic of Iran;
  - (b) representatives of UNESCO Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 10, paragraph 2, and have expressed interest in being represented on the Board;
  - (c) a representative of the Director-General of UNESCO.
  
2. The Governing Board shall:
  - (a) approve the long-term and medium-term programmes of the Centre;
  - (b) approve the annual work plan and budget of the Centre, including the staffing table;
  - (c) examine the annual reports submitted by the Director of the Centre, including a biennial self-assessment report 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 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 a majority of its members.

4. The Governing Board shall adopt its own rules of procedure. For its first meeting after the signature of the Agreement, 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; 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 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, 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 appropriate office space, equipment and facilities;
  - b. entirely assume the communication, utilities and maintenance costs of the Centre, plus the expenses of holding the sessions of the Governing Board and special consultative sessions;
  - c. contribute to the Centre the required budget that shall cover programme activities, such as capacity building activities, studies and publications;
  - d. make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise: a Director and secretariat staff.

#### **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 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 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 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 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 contracting parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the Islamic Republic of Iran 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 contracting parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 60 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 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 members, one of whom shall be appointed by a representative of the Government, another by the Director-General of UNESCO, and the 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 three copies in English, on [...]

For the United Nations Educational,  
Scientific and Cultural Organization

For the Government  
of the Islamic Republic  
of Iran