

ANNEX

DRAFT AGREEMENT

BETWEEN THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO) AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA REGARDING THE ESTABLISHMENT OF AN INTERNATIONAL CENTRE FOR ENGINEERING EDUCATION IN BEIJING, PEOPLE'S REPUBLIC OF CHINA, AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO

The Government of the People's Republic of China

and

The United Nations Educational, Scientific and Cultural Organization (UNESCO),

With regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation through the establishment of an International Centre for Engineering Education in Beijing, People's Republic of China (hereafter referred to as the "Centre") pursuant to the 37C/18 Part I,

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of the People's Republic of China an agreement for the establishment of the Centre.

Desirous of defining the terms and conditions governing the contribution that shall be granted to the said Centre in this Agreement,

HAVE AGREED AS FOLLOWS:

ARTICLE 1 – Definition

1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
2. "Chinese Government" means the Government of the People's Republic of China.
3. "Centre" means the International Centre for Engineering Education in Beijing, People's Republic of China.

ARTICLE 2 – Establishment

The Chinese Government shall agree to take, in the course of the year 2016, any measures that may be required for the setting up of the Centre in the People's Republic of China, under the auspices of UNESCO as provided for under this Agreement.

ARTICLE 3 – Participation

1. The Centre shall be established with 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 notification to this

effect to the Centre. The Director of the Centre shall inform the Parties to this Agreement and other interested Member States on receipt of such notifications.

ARTICLE 4 – Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing cooperation between UNESCO and the Chinese Government, and also the rights and obligations of the parties stemming from these.

ARTICLE 5 – Legal Status

1. The Centre shall be independent from UNESCO.
2. The Chinese Government shall ensure that the Centre enjoys on the territory of the People's Republic of China, the functional autonomy necessary to exercise its functions, and the legal capacity:
 - to contract;
 - to institute legal proceedings;
 - to acquire and dispose of movable and immovable property.
3. The Centre and its activities shall be under the jurisdiction of the People's Republic of China.

ARTICLE 6 – Constitutive Act

The constitutive act of the Centre must include provisions concerning:

- (a) legal status granted to the Centre, under national legislation, the autonomous legal capacity necessary to exercise its functions and to receive subventions, 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 7 – Objectives and Functions

1. The objectives of the Centre shall be:
 - a. conduct academic research and consultation activities, closely focusing on the path of innovation-driven and industry-university collaboration, quality assurance, and educational innovation. By releasing research reports on international engineering education and other publications, the Centre seeks to expand both its academic and policy influence. By taking advantage of the broad international cooperation network of the Chinese Academy of Engineering and Tsinghua University, the Centre will strengthen ties with UNESCO IITE, UNESCO-UNEVOC, Aalborg UCPBL and work vigorously to develop an international database on demand, personnel training, and policies in engineering education.
 - b. to cultivate high-calibre engineering technicians for developing countries. Based upon industry-university collaboration, the educational training programs of the Centre supported by the Chinese Government will focus on the training of engineering teachers and students, and on the continuing engineering education for technicians. While carrying out the above-mentioned educational activities, in addition to traditional means of education, the Centre will also, by using modern information

communication technology (ICT) in education and excellent curriculum resources from Tsinghua University and other universities in partnership, launch an online education program featuring MOOC, helping youth from developing countries and remote, poverty-stricken areas gain easy access to high-quality educational resources to train and maintain professional engineering skills, and get well-prepared for their life-long learning.

- c. to cooperate with relevant UNESCO institutes and centres, especially UNESCO Institute for Information Technologies in Education (IITE), in an effort to promote understanding of Paris Declaration in 2012 on UNESCO Open Educational Resources (OER). Furthermore, the educational training activities organized by the Centre will pay special attention to the cultivation of engineering technicians in African countries and areas and the training of female engineers.

2. The functions of the Centre shall be to:

- a. provide intellectual support for national governments and international organisations to formulate policies, strategies, standards, and rules on engineering education through a think-tank type research and consultation centre. This can be done following the vast experience from local and international perspectives that China has, as well as the research and successful experiences from different countries.
- b. capitalize on and expand the industry-university collaboration network of the Centre and innovate educational models in industry-university collaboration as well as cultivate high-calibre engineering technicians for developing countries, using both traditional and emerging means of education.
- c. create an international exchange platform: The Centre is open to all Member States of UNESCO and emphasizes UNESCO's two Global Priorities being Africa and Gender Equality. It seeks to expand its global exchange and cooperation network on engineering education, aiming to promote cross-border, cross-region and cross-culture sharing of knowledge, expertise and resources on engineering education.

3. The Centre shall pursue the above objectives and functions in close cooperation with UNESCO's section of Engineering programme, Natural Sciences Sector.

ARTICLE 8 – Governing Board

1. The Centre shall be guided and supervised by a Governing Board, to be renewed every six years and composed of:
 - a. representative of the Chinese Government or his/her appointed representative who will act as Chairperson;
 - b. a representative of the Chinese Academy of Engineering;
 - c. a representative of the Chinese National Commission for UNESCO;
 - d. up to three representatives of Chinese universities and research institutes engaging in engineering science and technology knowledge base;
 - e. up to five representatives of other Member States of UNESCO that have sent to the Centre notification for membership, in accordance with the provisions of Article 3, paragraph 2, above, and expressed interest in being represented on the Board;

- f. a representative of the Director-General of UNESCO;
 - g. Representatives of Member States that have been admitted as observers on the Governing Board.
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 biennial self-assessment reports of the Centre's contribution to UNESCO's programme objectives;
 - d. examine the periodic independent audit reports of the financial statement of the Centre and monitor the provision of such accounting records necessary for the preparation of financial statement;
 - e. adopt the rules and regulations and determine the financial, administrative and personnel management procedures of the Centre;
 - 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 sessions at regular intervals, at least once every calendar year; it shall meet in extraordinary sessions if convened by its Chairperson, either on his or her own initiative or at the request of the Director-General of UNESCO or a 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 Chinese Government and UNESCO.

ARTICLE 9 – Executive Committee

The Executive Committee will be responsible for the day-to-day management of the Centre. Its composition will be determined by the Governing Board.

ARTICLE 10 – Secretariat

1. The Centre's Secretariat shall consist of a Director and such staff as necessary for the proper functioning of the Centre.
2. The Director shall be appointed by the Chairperson of the Governing Board in consultation with the Director-General of UNESCO.
3. The other members of the Secretariat may comprise:
 - a. members of UNESCO's staff who are temporarily seconded and made available to the Centre, as provided for in UNESCO's regulations and by the decisions of its governing bodies;

- b. any person appointed by the Director, in accordance with the procedures laid down by the Governing Board;
- c. government officials who are made available to the Centre, in accordance with government regulations.

ARTICLE 11 – Duties of the Director

The Director shall discharge the following duties:

- a. direct the work of the Centre in conformity with the programmes and directives established by the Governing Board;
- b. propose the draft work plan and budget to be submitted to the Governing Board for approval;
- c. prepare the provisional agenda for the sessions of the Governing Board and submit to it any proposals that he or she may deem useful for the administration of the Centre;
- d. prepare reports on the Centre's activities to be submitted to the Governing Board and UNESCO;
- e. perform civil juristic acts as legal representative of the Centre.

ARTICLE 12 – Contribution of UNESCO

1. UNESCO may provide assistance, as appropriate, 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, whereby the staff concerned will remain on the payroll of the dispatching organizations; and
 - c. second members of its staff temporarily, as may be decided by the Director-General of UNESCO 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 13 – Contribution of the Chinese Government

1. The Chinese Government shall provide all the resources, financial or in kind, needed for the administration and proper functioning of the Centre.
2. The use of resources provided by the Chinese Government, either financial or in kind as mentioned in Article 13, paragraph 1 above, shall include but are not limited to the following:
 - a. the salaries and compensation of the Secretariat staff (including the Director), the necessary staff and appropriate office space, equipment and facilities;

- b. the maintenance of the premises and the cost of communications and utilities, as well as the expenses of holding sessions of the Governing Board;
- c. the administrative staff necessary for the performance of the Centre's functions, which shall include staff responsible for the implementation of studies, training and publication activities, complementing the contributions from other sources.

ARTICLE 14 – Responsibility

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for it, 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 15 – 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 Institute/Centre to UNESCO strategic programme objectives, to be funded by the host country or Institute/Centre.
3. UNESCO undertakes to submit to the Chinese Government, at the earliest convenience, 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 terminating the Agreement, as envisaged in Articles 19 and 20.

ARTICLE 16 – 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 17 – Entry into Force

This Agreement shall enter into force, following the 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 Republic of the People's Republic of China 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 18 – 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 19 –Termination

- 1. Each of the Parties shall be entitled to terminate the Agreement unilaterally.
- 2. The termination shall take effect within 30 days following receipt of the notification sent by one of the contracting parties to the other.

ARTICLE 20 – Revision

This Agreement may be revised, by mutual written consent of the Chinese Government and of UNESCO.

ARTICLE 21 – Settlement of Disputes

- 1. Any dispute between UNESCO and the Chinese Government concerning the interpretation or application of this Agreement shall be settled amicably through mutual consultation. In case any such dispute is not settled amicably, it 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 Chinese Government, another by the Director-General of UNESCO, and the third, who shall preside over the Tribunal, 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 copies in the English language and the Chinese language, don this day, of both texts being equally authentic.

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

.....
For the Government of the
People's Republic of China