

ANNEX

DRAFT AGREEMENT BETWEEN

THE GOVERNMENT OF MEXICO

AND THE

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

**CONCERNING THE ESTABLISHMENT IN CHIAPAS, MEXICO
OF A REGIONAL CENTRE: MESO-AMERICAN INSTITUTE FOR SCIENCES
AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The Government of Mexico

and

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

hereinafter referred as “Parties”,

Having regard to UNESCO’s Medium-Term Strategy (2014-2021) whereby the Organization proclaims its Strategic Objectives 4 and 5 of the 37 C/4: i) Strengthening science, technology and innovation systems and policies – nationally, regionally and globally; and ii) Promoting international scientific cooperation on critical challenges to sustainable development;

Further noting the constituent elements of the mandate set for the UNESCO;

Emphasizing UNESCO's role in catalyzing international cooperation for human and institutional capacity-building in Member States in its fields of competence;

Recognizing the need and opportunity for cooperation in basic science, particularly in Mathematics, Physics, Energy, Environment, Biology, Chemistry and Computation with Mexican institutions and between these institutions and other countries, particularly in Central American and Caribbean;

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of Mexico an Agreement in conformity with the draft that was submitted to the General Conference;

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 – Definitions

For the purposes of the present Agreement the expressions:

- (a) "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
- (b) "Government" means the Government of Mexico.
- (c) "Centre" means Regional Centre for Advanced Training and Research in Mathematics, Physics, Energy and Environment: Meso-American Institute for Science (MAIS)
- (d) "ICTP" refers to *International Centre for Theoretical Physics*, a category 1 centre of UNESCO.

Article 2 - Establishment

The Government shall agree to take, in the course of the year 2016, any measures that may be required for the setting up at Chiapas, on the Platform Autonomous University of Chiapas, of a centre under the auspices of UNESCO (category 2), as provided for under this Agreement.

Article 3 – Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing collaboration between the Government and UNESCO 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 Centre shall enjoy, on its territory, the status and legal capacity necessary to exercise its functions, in particular the 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 autonomous 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 – Objectives and Functions of the Centre

The objectives of the Centre shall be to:

- (a) provide facilities and opportunities for advanced training and research for scientists from Central American, Caribbean countries and Mexico, in addition to various least developed countries in Latin America, with an additional mandate to promote women in science throughout its programmes;
- (b) develop and coordinate research-oriented advanced studies in Mathematics, Physics, Energy, Environment, Biology, Chemistry, Computation and related interdisciplinary areas of the basic and applied sciences;
- (c) provide expertise to decision makers, educators and the general public to strengthen the research and development potential in the region;
- (d) develop outreach activities (seminars, conferences, schools, workshops) in cooperation with national, regional in Central American and Caribbean and international institutions, providing an international forum and enhancing collaborative networks among scientists from different countries in the region.

The functions of the Centre shall be to develop training and regional capacity-building activities with a focus on:

- a) **Advanced training and development**, carried out by the Centre permanent staff and by short/long term visitors, in cooperation with national and international institutions and with participation in international research projects;

- b) **Scientific events and knowledge transfer through short-term activities**, developed in cooperation with UNESCO including ICTP and including schools, workshops, conferences and seminars compatible with UNESCO programmes.

Article 7 – Governing Board

1. The Centre shall be guided and supervised by a Governing Board to be renewed every five years and includes:
 - (a) a representative of the Government, who will chair the Board;
 - (b) two representatives of the Director-General of UNESCO, including one from ICTP;
 - (c) a representative of Autonomous University of Chiapas;
 - (d) representatives of UNESCO's Member States, which have sent to the Centre notifications for membership, in accordance with the stipulations of Article 10, paragraph 2 below, and have expressed interest in being represented on the Board.

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;
 - (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) examine the periodic independent audit reports of the financial statements of the Institute/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 of 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 International 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 two-thirds of its members.

4. The International Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government and UNESCO.

5. The Director of the Centre shall participate in the meetings of the Governing Board, as invited non-voting member.

Article 8 – UNESCO’s contribution

UNESCO has no financial obligations or accountability for the functioning and management of the Centre and shall not provide financial support.

Article 9 – Contribution of 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 Science and Technology Council of Mexico (CONACYT), on behalf of the Government, shall be responsible for the implementation of the Centre’s institutional funding.

3. The Government undertakes to:

- (a) encourage Mexican institutions in collaborating with the Centre to make financial and/or in-kind contributions; and
- (b) help the Centre to undertake various fund-raising activities from other national and international institutions/organizations; and

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 of the Centre shall inform the Government and UNESCO of the receipt of such notifications.

Article 11 - Responsibility

As the Centre is legally separate from UNESCO, the later shall not be legally responsible for the acts or omissions of the Centre and shall also not be the subject to any legal process, and/or 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 evaluation of the activities of the Centre in order to ascertain:

- (a) whether the Centre makes a significant contribution to 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 Centre to UNESCO strategic program objectives, to be funded by the host country or 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 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 and 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, when they have informed each other in writing that all the formalities required to that effect by the applicable laws and regulations of Mexico 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 conducted for a period of five 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 Parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 30 days following receipt of the notification sent by one of the 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 the Government and UNESCO 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 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 being duly authorized thereto, have signed this Agreement,

DONE in 2 copies in English and Spanish, on day/month/year

For the Government of Mexico

For the United Nations, Educational,
Scientific and Cultural Organization