

ANNEX

DRAFT AGREEMENT BETWEEN UNESCO AND THE ROYAL THAI GOVERNMENT REGARDING THE ESTABLISHMENT OF AN INTERNATIONAL TRAINING CENTRE IN ASTRONOMY IN CHIANG MAI, THAILAND, UNDER THE AUSPICES OF UNESCO (CATEGORY 2)

Preamble

The Royal Thai Government

and

The United Nations Educational, Scientific and Cultural Organization,

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's International Basic Sciences Programme (IBSP);

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 the fact that the Director-General has been authorized by the General Conference to conclude with the Royal Thai Government an agreement in conformity with the draft that 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 Institute/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. "Thai Government" means the Royal Thai Government.
3. "Centre" means the International Training Centre in Astronomy, Chiang Mai, Thailand.

Article 2 – Establishment

The Thai 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 at Chiang Mai under the auspices of UNESCO, 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 cooperation between UNESCO and the Thai Government, and also the rights and obligations of the parties stemming from these.

Article 4 – Legal status

1. The Centre shall be independent from UNESCO.
2. The Centre shall enjoy, on the territory of the Kingdom of Thailand, 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 concerning:

- (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

1. The objectives of the Centre shall be:
 - (i) Strengthening the research work and enhancing the standard of astronomy development in the global community.
 - (ii) Capacity building skills developed for new researchers
 - (iii) Proper learning and training environments for students as a preparation for studies in higher levels
 - (iv) Dissemination of knowledge to schoolteachers and students through training programme and astronomical observations
 - (v) Development of appropriate curriculums to suit the needs of the centre
2. The functions of the Centre shall be to:
 - (i) Enable capacity building at School and University level students, encourage graduates pursuing doctoral studies in astronomy and astrophysics, train teachers in tailored made course to popularize astronomy and related science,
 - (ii) Facilitate knowledge transfer and training of teachers from Southeast Asian, Africa, South America will be trained at the international centre,
 - (iii) Enable the South-east Asian Astronomy Network to strengthen collaboration in research work and astronomy education in the region with special focus on radio

astronomy; optical astronomy; theoretical astrophysics and cosmology, and cosmic rays and solar physics,

(iv) Enable the international Astronomical Union Regional Office of Astronomy for Development to facilitate the on-going and emerging activities in astronomy, create a better channel of communication and mobilize the influx of knowledge transfer.

3. The Centre shall pursue the above objectives and functions in close cooperation with UNESCO, in particular, through IBSP, Regional Bureau in Bangkok, and ICTP.

Article 7 – Governing Board

1. The Centre shall be guided and overseen by a Governing Board to be renewed every six years and includes:
 - (a) a representative of the Thai Government concerned or his/her appointed representative who will act as Chairperson;
 - (b) representatives of 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 of the Centre, including the staffing table;
 - (c) examine the annual reports submitted by the director of the Centre, including a biennial self-assessment reports 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 Institute/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;
 - (g) ensure that the scientific programmes of the Centre are in line with the objectives and priorities of UNESCO, in particular, those of the International Basic Sciences Programme.
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 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. seconding 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.
3. 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 Thai Government

1. The Thai 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 Thai Government, either financial or in kind as may 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 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 Institute/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 it 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 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 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 Thai 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 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

The Thai Government and UNESCO shall notify each other in writing of the fulfilling of the respective internal legal procedures necessary for the effectiveness of the Agreement. The Agreement shall entry into force on the date of the receipt of the later notification.

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 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 17 – Revision

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

Article 18 – Settlement of disputes

Any dispute between UNESCO and the Thai 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 Thai Government, another by the Director-General of UNESCO, and the third, who shall preside over the Tribunal, chosen by these two. If the two arbitrators cannot agree on the choice of the third, the appointment shall be made by the President of the International Court of Justice.

IN WITNESS WHEREOF, the undersigned have signed this Agreement, in two copies in the English language, on

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For the United Nations Educational,
Scientific and Cultural Organization

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For the Royal Thai Government