

AGREEMENT
BETWEEN
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION
AND
THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF BANGLADESH
ON THE ESTABLISHMENT OF
THE INTERNATIONAL MOTHER LANGUAGE INSTITUTE
UNDER THE AUSPICES OF UNESCO (CATEGORY 2)

The Government of the People’s Republic of Bangladesh

and

The United Nations Educational, Scientific and Cultural Organization,

Having regard to the decision taken by the General Conference on 17 November 1999 which proclaims 21 February as International Mother Language Day to promote linguistic and cultural diversity and multilingual education,

Bearing in mind the United Nations General Assembly Resolution A/RES/61/266 which recognizes the role of multilingualism in the promotion of unity in diversity and international understanding,

Noting 37 C/Resolution 93 by which the General Conference revised the integrated comprehensive strategy for Category 2 Institutes and Centres and requested the Director-General to apply this strategy to all proposals for the establishment of category 2 institutes and centres,

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of the People’s Republic of Bangladesh 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 International Mother Language Institute 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” means the Government of the People’s Republic of Bangladesh.

3. "The Institute" means the International Mother Language Institute in Dhaka, Bangladesh.

Article 2 – Establishment

The Government shall agree to take, in the course of 2015-2016, any measures that may be required for the transformation of the existing International Mother Language Institute in Dhaka, Bangladesh into an institute under the auspices of UNESCO, as provided for under this Agreement, hereinafter referred to as "the Institute".

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 Institute shall be independent of UNESCO.
- 4.2 The Government shall ensure that the Institute enjoys within its territory, and in accordance with the national laws and regulations of the People's Republic of Bangladesh, 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 Institute must include provisions describing precisely:

- (a) the legal status granted to the Institute, 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 Institute allowing UNESCO representation within its governing body.

Article 6 – Objectives and Functions

The objectives of the Institute shall be:

- To develop and strengthen education systems by paying special attention to the promotion of mother language education and learning;
- To conduct research for the documentation and development of mother languages of the world to promote multilingual education.

The functions of the Institute shall be to:

- (a) Engage in activities related to knowledge creation and sharing, capacity development and policy advice which focus on the key role of mother language education and learning;
- (b) Design new approaches of learning and develop body of knowledge on the role and potential contribution of mother language education towards the construction of inclusive learning societies;
- (c) Document and undertake comparative research on relevant teacher training, curriculum development and educational strategies employed to link mother language education with national or majority language education;
- (d) Document, research and promote the dynamic linkages between practices of mother language education and artistic expression.

Article 7 – Governing Board

1. The Institute shall be guided and overseen by a Governing Board renewed every 3 years and include:
 - (a) the Minister of Education of Bangladesh or his/her representative;
 - (b) the Secretary-General of the Bangladesh National Commission for UNESCO or his/her representative;
 - (c) the Secretary of the Ministry of Primary and Mass Education or his/her representative;
 - (d) the Secretary of the Ministry of Cultural Affairs of Bangladesh or his/her representative;
 - (e) representatives of Member State(s), which have sent to the Institute notification for membership, in accordance with the stipulations of article 10, paragraph 2 and have expressed interest in being represented on the Board;
 - (f) a representative of the Director-General of UNESCO.
2. The Governing Board shall:
 - (a) approve the long-term and medium-term programmes of the Institute;
 - (b) approve the annual work plan of the Institute, including the staffing table;
 - (c) examine the annual reports submitted by the director of the Institute, including a biennial self-assessment reports of the Institute'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 for the Institute 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 Institute.

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/her own initiative or at the request of the Director-General of UNESCO or of two-thirds 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 needed, in the form of technical assistance for the programme activities of the Institute, in accordance with the strategic goals and objectives of UNESCO by:

- (a) providing the assistance of its experts in the specialized fields of the Institute;
- (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations;
- (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, either financial or in kind, needed for the administration and proper functioning of the Institute.

2. The Government undertakes to:

- (a) make available to the Institute land, buildings and other necessary infrastructures;
- (b) assume the responsibility for the maintenance of the Institute’s premises;
- (c) contribute to the Institute a necessary amount under its annual budget to meet its operational cost;
- (d) make available to the Institute the administrative staff necessary for the performance of its functions as per the approved staffing table.

Article 10 – Participation

1. The Institute shall encourage the participation of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the Institute, desire to cooperate with the Institute.

2. Member States and Associate Members of UNESCO wishing to participate in the Institute's activities, as provided for under this Agreement, shall send to the Institute 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 Institute is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the institute, 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 Institute in order to ascertain:

- (a) whether the Institute 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 Institute 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 Institute to UNESCO's strategic programme objectives, to be funded by the host country or Institute.

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 Institute may mention its affiliation with UNESCO. It may therefore use after its title the mention "under the auspices of UNESCO".

2. The Institute 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.

Article 15 – Duration

This Agreement is concluded for a period of six (6) years as from its entry into force. The Agreement shall be renewed upon common agreement between the Parties once the

Executive Board has 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 thirty [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 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 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 [3] 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 [...] copies in the [...] languages, on [...]

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For the United Nations Educational,
Scientific and Cultural Organization

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For the Government of the People's
Republic of Bangladesh