

Hundred and seventy-fourth session

174 EX/2
PARIS, 31 March 2006
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Item 1 of the provisional agenda

**REPORT BY THE BUREAU ON QUESTIONS
THAT DO NOT APPEAR TO REQUIRE DEBATE**

After examination of the provisional agenda for the 174th session, it would appear that the following items may be defined as questions which, in accordance with Rule 14, paragraph 2, of the Rules of Procedure of the Executive Board, do not appear to require debate.

In conformity with the same rule, however, it is still open to any Member to “request a discussion of any item for which the Bureau has recommended adoption of decisions without discussion”; “in that case, the item mentioned shall be discussed by the Board”.

Item 11 of the provisional agenda

**MEMORANDUM OF UNDERSTANDING BETWEEN UNESCO
AND THE INTERGOVERNMENTAL ORGANIZATION ITAIPU BINATIONAL
ON WATER SCIENCES TECHNICAL COOPERATION (174 EX/13 Rev.)**

Proposed draft decision

The Executive Board,

1. Recalling Article XI.1 of UNESCO’s Constitution,
2. Considering that Itaipu Binational and UNESCO are already cooperating, especially under the International Hydrological Programme (UNESCO/IHP) HELP Programme by contributing to activities for an environmentally sound management of the watershed of the São Francisco Verdadeiro river, Brazil, the most important watershed that contributes directly to the Itaipu Reservoir,
3. Further considering the potential areas of collaboration identified between UNESCO and Itaipu Binational,

4. Having examined document 174 EX/13 Rev. and its Annex,
5. Welcomes the proposal to conclude a Memorandum of Understanding on water sciences technical cooperation with Itaipu Binational, which is in line with the resolution approved by the General Conference at its 33rd session in 33 C/Resolution 72 to develop cooperation with international organizations within the existing statutory framework and to develop new partnerships;
6. Authorizes the Director-General to conclude the Memorandum of Understanding presented in the Annex to document 174 EX/13 Rev.

ANNEX

MEMORANDUM OF UNDERSTANDING

BETWEEN

ITAIPU BINATIONAL

Central Hidroeléctrica de Itaipú – MD
Supercarretera de Itaipú
Hernandarias, Alto Paraná, Paraguay

AND

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

7, Place de Fontenoy
75352 Paris 07 SP
France

ON

WATER SCIENCES TECHNICAL COOPERATION

Whereas Itaipu Binational and UNESCO are already cooperating under its International Hydrological Programme (UNESCO/IHP) HELP Programme by contributing to activities for an environmentally sound management of the watershed of the São Francisco Verdadeiro river, Brazil, the most important watershed that contributes directly to the Itaipu Reservoir,

Whereas Itaipu Binational through the Cultivando Agua Boa programme is promoting the application of good practices in Integrated Water Resources Management (IWRM) throughout the Itaipu Watershed, especially in the São Francisco Verdadeiro river,

Whereas UNESCO and Itaipu Binational, are developing multidisciplinary technology and participate in international networks active within the International Hydrological Programme (IHP),

Whereas UNESCO provides support under the International Hydrological Programme for the HELP Programme,

Whereas UNESCO and Itaipu Binational desire to join their efforts and cooperate in implementing projects in which both entities would combine their capabilities, as appropriate for each individual project in various fields related with water sciences, such as hydrological management methodology at micro basins level, development of Geographic Information Systems software, HELP-related multidisciplinary studies and capacity-building activities,

Whereas this Memorandum of Understanding (MoU) would provide an opportunity for UNESCO and Itaipu Binational to research, develop, and share new information technologies, training techniques, research methods and basin managements methodologies for the resolution of economic and environmental problems on a hemispheric level, and

Whereas Itaipu Binational and UNESCO recognize the advantages of bringing together their existing valuable resources and expertise,

Now, therefore, Itaipu Binational and UNESCO (hereinafter “the Parties”) have reached the following understanding:

Article I Purpose

The purpose of the MoU is to establish the legal and operational framework for the joint cooperation and joint activities of the Parties.

Article II Potential joint activities

Subject to the availability of resources and in accordance with their respective capabilities and priorities, the Parties shall:

- Collaborate in the identification and implementation of outreach, capacity-building and information exchange activities with objectives in line with the mission of UNESCO and Itaipu Binational.
- Carry out joint efforts for the establishment of a centre for the development of hydro-informatics for the advancement of methodologies and analytical tools for the integrated water resources management applicable to river basins in different settings and regions that may be used by the concerned local, national or international authorities. Consequently, the proposed centre will in no way affect the autonomy of the relevant decision-making authorities of the Member States on river basin management plans making use of the tools provided by the centre.
- Identify and develop joint research and capacity-building activities in water-related sciences and multidisciplinary studies related to integrated water resources management.
- Provide technical support to the other basins of the HELP Programme.

Article III Project implementing arrangements for specific projects and activities

1. The Parties shall enter into and sign a written Project Implementing Agreement (PIA) for every project and activity jointly undertaken under this MoU. Each project implementing agreement shall specify: the scope of the activity; the expected project period; and the responsibilities of the Parties, including those related to funding, anticipated results, reporting procedures, the work plan and budget, and any other relevant matter.

2. Unless otherwise specified herein or in an implementing arrangement pursuant hereto, each Party shall bear its own expenses under this MoU; however, a PIA may provide for the transfer of funds between the Parties and the administration of the resources of one by the other in order to maximize efficiencies in project implementation.

Article IV
Dispute resolution

The Parties shall attempt to resolve amicably through discussions any disputes arising in relation to the interpretation and implementation of this MoU and specific agreements concluded between the Parties under that framework. If those discussions are unsuccessful, then either Party may submit the dispute for binding arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL). There shall be one arbitrator; the place of the arbitration shall be agreed upon by the Parties; the language shall be English, and the arbitrator may decide as amiable compositeur or *ex aequo ex bono*.

Article V
Privileges and immunities

Nothing in this MoU shall be construed to be a waiver of any privileges or immunities of the Parties, their personnel and their agents or principals.

Article VI
Representatives for notice and coordination

1. For purposes of coordinating responsibilities and giving and receiving written notice under this MoU, each Party will designate a representative and give written notice to the other.
2. Either Party may change its designated representative under this article by giving advanced written notice to the other.
3. All notifications required under this MoU must be sent to or received by, as the case may be, the corresponding designated representative at the address or email to be indicated for that purpose by the respective Parties.

Article VII
Name and logo

Neither Party shall use the name and logo of the other Party unless a prior written agreement has been obtained to that effect.

Article VIII
Term, modification and termination

1. The Parties may amend or otherwise modify this MoU by a written statement signed by their duly authorized representatives, dated and attached hereto.
2. This MoU shall enter into force immediately once it is signed by both Parties, and it shall terminate five years after the date it entered into force, unless the Parties agree to extend it in writing for another mutually agreed period.
3. Either Party may terminate this MoU with thirty days' advanced written notice to the other; however, the termination of this MoU shall not automatically result in the termination of any PIAs then in force.

Signed by the duly designated representatives of the Parties in duplicate originals at the place and upon the date indicated below:

For Itaipu Binational

For UNESCO

Item 37 of the provisional agenda

**RELATIONS WITH THE INTERGOVERNMENTAL AUTHORITY
ON DEVELOPMENT (IGAD) AND DRAFT COOPERATION AGREEMENT
BETWEEN UNESCO AND THAT ORGANIZATION (174 EX/23)**

Proposed draft decision

The Executive Board,

1. Bearing in mind the provisions of Article XI, paragraph 1, of the UNESCO Constitution,
2. Having examined document 174 EX/23,
3. Noting with satisfaction the state of cooperation which already exists between the Intergovernmental Authority on Development (IGAD) and UNESCO,
4. Considering the desirability of establishing official relations between UNESCO and the Intergovernmental Authority on Development (IGAD),
5. Taking note of the fact that the Executive Secretary of that organization has approved the text of the draft cooperation agreement,
6. Approves the draft cooperation agreement which is reproduced in Annex II of this document;
7. Authorizes the Director-General to sign the cooperation agreement on behalf of UNESCO and to establish official relations with the Intergovernmental Authority on Development (IGAD).

ANNEX II

**DRAFT COOPERATION AGREEMENT BETWEEN
THE INTERGOVERNMENTAL AUTHORITY ON DEVELOPMENT**

AND

**THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION**

The Intergovernmental Authority on Development (hereinafter referred to as IGAD), and the United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as UNESCO),

Considering that IGAD has been established in order, *inter alia*, to give effect to the desire of its Member States for economic, political and social integration in accordance with the relevant provision of the Charter of the United Nations and of the Abuja Treaty establishing the African Economic Community to promote peace, stability and security in the region; to foster agricultural development and environment protection; and to facilitate efforts in the region to ensure the integration of its Member States and people,

Considering that UNESCO was established for the purpose of advancing, through the educational, the scientific and the cultural relations of the peoples of the world, the objectives of international peace and of the common welfare of humankind,

Desirous of coordinating their respective efforts in pursuit of the goals which are shared between them, in accordance with the Charter establishing IGAD and the Constitution of UNESCO,

Having regard to EX/Decision, adopted by Executive Board of UNESCO at its session,

Having regard to the decision taken in Nairobi, Kenya, on 21 March 1996 to revitalize the mandates of IGAD,

Have agreed as follows:

Article I

Purpose

The purpose of this Agreement shall be to provide a framework of cooperation and to facilitate collaboration between the two parties.

Article II

Cooperation

1. UNESCO and IGAD shall establish between them mutual cooperation ties through the bodies competent for the purpose which is stipulated in Article I.
2. Such cooperation shall encompass any matter pertaining to the fields of education, science and culture and concerning such similar tasks and activities as both organizations may pursue.

Article III

Consultation

1. The competent bodies of both organizations shall consult each other regularly on all matters mentioned in Article II which are of common interest.
2. When circumstances so require, both organizations shall hold special consultations in order to determine the most appropriate means of optimizing the effectiveness of their respective activities in fields of common interest.
3. IGAD shall inform UNESCO of any of its programme activities which may be of interest to the Member States of UNESCO. IGAD shall study any proposal submitted to it by UNESCO in such areas with a view to coordinating efforts between the two organizations.
4. UNESCO shall inform IGAD of any of its programme activities which may be of interest to the Member States of IGAD. UNESCO shall study any proposal submitted to it by IGAD in such areas with a view to coordinating efforts between the two organizations.

Article IV
Reciprocal representation

1. UNESCO may invite IGAD to attend as observer the General Conference of UNESCO and meetings of the Executive Board whenever matters of common interest are discussed.
2. IGAD may invite UNESCO to attend as observer the Summits of Heads of State and meetings of the Council of Ministers whenever matters of common interest are discussed.
3. Appropriate arrangements shall be made by agreement between the Executive Secretary of IGAD and the Director-General of UNESCO to ensure the reciprocal representation of IGAD and UNESCO at other meetings convened under their respective auspices and which deal with matters of interest to the other organization.

Article V
Joint IGAD/UNESCO commissions

1. IGAD and UNESCO may refer to a joint commission any matter of common interest which may be deemed appropriate for reference thereto.
2. Any joint commission of this kind shall be composed of representatives appointed by both organizations, individually, the number to be appointed by each being determined by agreement between them.
3. The joint commission shall meet every two years and whenever deemed appropriate or necessary to both organizations. The reports of the joint commission shall be communicated to the Executive Secretary of IGAD and to the Director-General of UNESCO.

Article VI
Exchange of information and documents

Subject to such measures as may be necessary to protect the confidentiality of particular documents, UNESCO and IGAD shall exchange information and documents on all matters recognized by both organizations as being of common interest.

Article VII
Execution of the Agreement

The Executive Secretary of IGAD and the Director-General of UNESCO shall, for the purpose of executing this Agreement, enter into any such additional arrangements as may prove desirable, in the light of experience.

Article VIII
Review and examination

1. This Agreement may be amended by mutual written consent of both parties.
2. Either of the parties may terminate this Agreement by giving six months' written notice to the other party. The termination of this Agreement shall be without prejudice to the execution and completion of any projects or programmes under way.

Article IX
Entry into force

This Agreement shall enter into force upon approval by the respective competent organs of both organizations and signature by the Executive Secretary of IGAD and the Director-General of UNESCO.

Done inon

In two original copies in English.

FOR THE INTERGOVERNMENTAL
AUTHORITY ON DEVELOPMENT

FOR THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION

The Executive Secretary
Dr Attalla Hamad Bashir

The Director-General
Mr Koïchiro Matsuura

Item 38 of the provisional agenda

**RELATIONS WITH THE ECONOMIC COMMUNITY OF CENTRAL AFRICAN
STATES (ECCAS) AND DRAFT COOPERATION AGREEMENT BETWEEN
UNESCO AND THAT ORGANIZATION (174 EX/17 and Corr. (Arabic only))**

Proposed draft decision

The Executive Board,

1. Bearing in mind the provisions of Article XI, paragraph 1, of the UNESCO Constitution,
2. Having examined document 174 EX/17,
3. Noting with satisfaction the existing cooperation between the Economic Community of Central African States (ECCAS) and UNESCO,
4. Considering the desirability of establishing official relations between UNESCO and the Economic Community of Central African States (ECCAS),
5. Taking note of the fact that the Secretary-General of that organization has approved the text of a possible draft cooperation agreement,
6. Approves the draft cooperation agreement which is reproduced in an annex to this decision;
7. Authorizes the Director-General to sign the cooperation agreement on behalf of UNESCO and to establish official relations with the Economic Community of Central African States (ECCAS).

ANNEX II
COOPERATION AGREEMENT
BETWEEN
THE ECONOMIC COMMUNITY OF CENTRAL AFRICAN STATES
(ECCAS)
AND
THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION
(UNESCO)

The Economic Community of Central African States (hereinafter referred to as “ECCAS”), and the United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as “UNESCO”),

Considering that ECCAS was established to promote and strengthen harmonious cooperation and balanced development in all areas of economic and social activity, especially in the fields of education, culture, science and technology, in accordance with the relevant provisions of the United Nations Charter and the Treaty establishing ECCAS,

Considering that the goals of ECCAS include the formulation of a common education policy encompassing education models based on economic and sociocultural realities in the subregion, and the promotion of all forms of cultural expression with a view to making them better known,

Considering that in addition to its original mandate under the Treaty it also has the task of promoting peace, security and stability in Central Africa,

Considering that UNESCO has a constitutional task to advance, through the educational, scientific and cultural relations of the world’s States, the objectives of international peace and the common welfare of humankind,

Considering that UNESCO’s programmes are aimed at making a positive contribution to sustainable human development through education, science, culture, communication and information,

Desirous of coordinating their respective efforts in pursuit of their common goals, in accordance with the Treaty establishing ECCAS and the Constitution of UNESCO,

Having regard to the Declaration of Ouagadougou of 5 March 2003 establishing a Forum of the Regional and Sub-Regional African Organizations in support of cooperation between UNESCO and NEPAD (FOSRASUN),

Having regard to ... EX/Decision ... adopted by the Executive Board of UNESCO at its session (ref.:),

Having regard to ECCAS decision 007/CEEAC/CCEG/18/99 of 25 June 1999 authorizing the Secretary-General to seek and enter into any agreements with international partners concerning technical and financial assistance,

Have agreed as follows:

Article I
Cooperation

1. UNESCO and ECCAS shall establish between them mutual cooperation ties through the bodies competent for that purpose.
2. Such cooperation shall encompass any matter pertaining to the fields of education, science and culture concerning such similar tasks and activities as both organizations may pursue.

Article II
Consultation

1. The competent bodies of both organizations shall consult each other regularly on all matters mentioned in Article I which are of common interest.
2. When circumstances so require, both organizations shall hold special consultations in order to determine the most appropriate means of optimizing the effectiveness of their respective activities in fields of common interest.
3. ECCAS shall inform UNESCO of any of its programme activities which may be of interest to the Member States of UNESCO. ECCAS shall study any proposal submitted to it by UNESCO in its fields of competence with a view to coordinating efforts between the two organizations.
4. UNESCO shall inform ECCAS of any of its programme activities which may be of interest to the Member States of ECCAS. It shall study any proposal submitted to it by ECCAS in its fields of competence with a view to coordinating efforts between the two organizations.

Article III
Reciprocal representation

1. UNESCO may invite ECCAS to attend as observer the General Conference of UNESCO and meetings of the Executive Board whenever matters of common interest are discussed.
2. ECCAS may invite UNESCO to attend as observer the Conference of Heads of State and Government and meetings of the Council of Ministers whenever matters of common interest are discussed.
3. Appropriate arrangements shall be made by agreement between the Secretary-General of ECCAS and the Director-General of UNESCO to ensure the reciprocal representation of ECCAS and UNESCO at other meetings convened under their respective auspices which deal with matters of interest to the other organization.

Article IV
Joint ECCAS/UNESCO commissions

1. ECCAS and UNESCO may refer any matter of common interest to a joint commission, should they deem it appropriate.
2. Any joint commission of this kind shall be composed of representatives appointed by each organization, the number of representatives to be appointed by each being determined by agreement between them.
3. Any such joint commission shall meet every two years and whenever deemed appropriate or necessary by both organizations. The reports of the joint commission shall be communicated to the Secretary-General of ECCAS and to the Director-General of UNESCO.

Article V
Exchange of information and documents

Subject to such measures as may be necessary to protect the confidentiality of particular documents, UNESCO and ECCAS shall exchange information and documents on all matters recognized by both organizations as being of common interest.

Article VI
Execution of the Agreement

The Secretary-General of ECCAS and the Director-General of UNESCO shall, for the purpose of executing this Agreement, enter into any such additional arrangements as may prove desirable in the light of experience.

Article VII
Review and examination

1. This Agreement may be amended with the mutual written consent of both parties.
2. Either of the parties may denounce this Agreement by giving six months' written notice to the other party. The denunciation of this Agreement shall be without prejudice to the execution and completion of any projects or programmes under way.

Article VIII
Entry into force

This Agreement shall enter into force upon approval by the respective competent organs of both organizations and signature by the Secretary-General of ECCAS and the Director-General of UNESCO.

This Agreement has been drawn up in two original copies in the French language, both being equally authentic.

Done in on

For the Economic Community of Central
African States (ECCAS)

For the United Nations Educational,
Scientific and Cultural Organization
(UNESCO)

.....
Louis Sylvain-Goma
Secretary-General

.....
Koïchiro Matsuura
Director-General

Item 50 of the provisional agenda

**PROPOSAL TO CHANGE THE NAME OF THE UNESCO INSTITUTE
FOR EDUCATION (UIE) TO “UNESCO INSTITUTE FOR LIFELONG
LEARNING” (UIL) (174 EX/38)**

Proposed draft decision

The Executive Board,

1. Having examined document 174 EX/38,
2. Recalling 31 C/Resolution 6 and 166 EX/Decision 6.3,
3. Referring to Article XI of the Statutes of the UNESCO Institute for Education concerning the amendments to the Statutes,
4. Decides to change the name of the UNESCO Institute for Education (UIE) to UNESCO Institute for Lifelong Learning (UIL) and accordingly to approve the Statutes of the Institute, adopted by the Executive Board at its 166th session as amended in the attached annex to document 174 EX/38;
5. Requests the Director-General to submit, for information, a report on UIE’s transition to a fully-fledged institute to the Executive Board at its 175th session.

ANNEX

Statutes of the UNESCO Institute for Lifelong Learning Education

Article I – Definitions

Unless otherwise stated in the text:

UNESCO means the United Nations Educational, Scientific and Cultural Organization

General Conference means the General Conference of UNESCO

Executive Board means the Executive Board of UNESCO

Director-General means the Director-General of UNESCO

Board means the Governing Board of the Institute

Committee means the Standing Committee of the Board as provided for in Article VII of the Statutes

Director means the Director of the Institute

Institute means the newly established international UNESCO Institute for Lifelong Learning Education

Statutes means the Statutes of the Institute

Personnel means the personnel of the Institute as provided for in Article IX

UIE Foundation means the UNESCO Institute for Education (UIE), established by UNESCO in 1952 as a foundation under German law in Hamburg, Germany

Constitution means the Constitution of the UIE Foundation

Article II – Legal status of the Institute

1. An international UNESCO Institute for Lifelong Learning Education is hereby established within the framework of UNESCO, of which it shall be an integral part.
2. The Institute shall replace the UIE Foundation which shall be dissolved in accordance with Article X of its Constitution and the relevant provisions of the applicable German law and in consultation with the competent German authorities.
3. Within the above-mentioned framework, the Institute shall enjoy the functional autonomy necessary to achieve its objectives.
4. All activities carried out by the Institute shall be in conformity with the present Statutes as well as the relevant decisions of the General Conference and the Executive Board.
5. The name of the Institute shall be ~~the same as that of the former UIE Foundation, UNESCO Institute for Education (UIE)~~ UNESCO Institute for Lifelong Learning (UIL).
6. The Institute shall have its seat in the Free and Hanseatic City of Hamburg.

Article III – Objectives and functions

1. Within UNESCO's broad educational mandate, the mission of the Institute ~~UIE~~ shall be to promote the recognition of and create the conditions for the exercise of the right to education and learning. As a non-profit international institute of UNESCO, the Institute ~~UIE~~ shall undertake research, capacity-building, networking and publication on lifelong learning with a focus on adult and continuing education, literacy and non-formal basic education.
2. To that end, the Institute shall focus on the following objectives:
 - (a) strengthening adult and lifelong learning by working with and providing services in its areas of competence to UNESCO Member States, to international and intergovernmental agencies, to non-governmental organizations, grassroots and community associations and to partners in civil society and the private sector;
 - (b) fostering a holistic and integrated approach based on awareness of different needs with special concern for the disadvantaged and marginalized;
 - (c) helping to build bridges and networks for cross-fertilization and sharing of knowledge, experience and tools in the areas of literacy, non-formal education, and adult and lifelong learning within and between nations, with special emphasis on least developed countries.
3. The Institute shall perform the following functions:
 - (a) fostering policy dialogue to further the universalization of the right to education and to learn for marginalized and disadvantaged groups by promoting lifelong learning, disseminating good practice and advocating conducive legal, policy and financial environments;
 - (b) research and research-based capacity-building to develop a solid, culturally diversified and relevant knowledge base;
 - (c) networking, partnership building among stakeholders and partners, exchange of experience and innovations, documentation and dissemination of outcomes.

Article IV – Governing Board

1. The Board shall be composed of twelve members appointed by the Director-General with regard to gender balance and to a geographical distribution that is as equitable and wide as possible. The Director-General shall also appoint an alternate to each full member. One of the members shall be a national of the host country. The members shall be chosen *intuiti personae* according to their eminence in the fields relevant to education and the aims of the Institute.
2. The term of office of all members and their alternates shall be four years. All members and alternates shall be eligible for reappointment, but not for more than two consecutive terms.
3. If any member resigns, or is prevented from carrying out his/her duties, his/her alternate will automatically hold office for the rest of the term. If the member and alternate resign or are prevented from carrying out their duty, the Director-General shall appoint a new member and alternate for a new term.
4. The Board members shall not receive salaries in respect of their duties, but their travel costs shall be covered according to the UNESCO rules and regulations.
5. The Board shall elect its Chairperson and its Vice-Chairperson from among its members for a term of four years.

Article V – Functions of the Governing Board

The functions of the Board shall be:

1. To determine and approve the general policy and the nature of the Institute's activities planned over a two-year period, within the framework decided by the General Conference, including the Approved Programme and Budget and with due regard to the obligations resulting from the fact that the Institute is an integral part of UNESCO.
2. To examine the annual draft programme and budget of the Institute and adopt the revised programme and budget.
3. To adopt and address to the Director-General an annual report on activities.
4. To review progress in the work of the Institute with a view to desirable future developments.
5. To assist the Director-General in the nomination of a Director of the Institute by making recommendations to that end.
6. To report, through its Chairperson, to the General Conference on the activities of the Institute UHE.

Article VI – Operation of the Board

1. The Board shall meet at least once a year and whenever necessary in the interest of the Institute or for the requirement of its business. It shall be summoned by the Chairperson, who shall draw up the agenda, at least four weeks before the date of the meeting. The Chairperson must call a meeting if the Director or at least five members of the Board request it.
2. Decisions shall be taken by simple majority. Each member of the Board shall have one vote. A quorum shall consist of seven members of the Board.

3. The Board shall adopt its own Rules of Procedure.
4. The Director-General or his/her representative shall attend all meetings of the Board without the right to vote. He/she may at any time make oral or written statements to the Board concerning any question under consideration by it.
5. The Board may invite observers, as it considers appropriate.

Article VII – The Committee

1. Between its meetings, the Board shall be represented by a Standing Committee.
2. The Committee shall consist of the Chairperson of the Board and two other members to be elected by the Governing Board from among its members for a two-year period with the possibility of re-election. The Board shall also elect replacement members to sit in the Committee in case one of its full members resigns or is prevented from carrying out his/her duties.
3. The Director-General or his/her representative may attend the meetings of the Committee.
4. The Committee shall supervise the work of the Director to the extent to which authority is delegated to it by the Board, to which it shall report its activities.
5. The Board may authorize the Committee to exercise certain of its functions in its name, except those functions reserved by these Statutes for the Board, and to report on its actions to the Board in the matter.
6. The Committee shall meet at least twice a year.

Article VIII – The Director

1. The Director of the Institute shall be appointed by the Director-General on the recommendation of the Board (Article V, para. 5). He or she shall be a UNESCO staff member and therefore subject to UNESCO's Staff Regulations and Staff Rules.
2. The Director shall be the chief executive officer of the Institute. In this capacity, he/she, by due delegation of the Director-General, shall perform the following functions:
 - (a) to administer the Institute;
 - (b) to prepare, after consultation with the Committee, the annual programme and budget of the Institute and the annual reports of activities;
 - (c) to draw up, subject to the Board's approval, detailed plans for the implementation of the approved programme, and to direct their execution;
 - (d) to appoint and manage, on behalf of the Director-General, in accordance with UNESCO's Staff Regulations and Staff Rules, the UNESCO staff members of the Institute and the special staff, such as consultants, and persons under secondment or under other arrangements;
 - (e) to receive funds and make payments in accordance with the financial regulations of the special account for the Institute as provided in Article X;
 - (f) to establish, without prejudice to the financial regulations of the special account for the Institute, financial rules and procedures in order to ensure effective financial administration and economy.

Article IX – The personnel

1. The personnel employed by the UIE Foundation prior to the adoption of the present Statutes shall be transferred, if they so desire, to the Institute, subject to an appropriate agreement being concluded between the host country and UNESCO.
2. With its transfer to the Institute, the personnel will be subject to UNESCO's Staff Regulations and Staff Rules.

Article X – Finance

1. The income of the Institute shall consist of:
 - (a) a financial allocation determined by the General Conference;
 - (b) contributions made by the Federal Republic of Germany;
 - (c) voluntary contributions from other Member States of UNESCO, international agencies and organizations as well as other entities, allocated to it for purposes consistent with the policies, programmes and activities of UNESCO and the Institute;
 - (d) such subventions, endowments, gifts and bequests as are allocated to it by other public or private organizations, associations or individuals for purposes consistent with the policies, programmes and activities of UNESCO and the Institute;
 - (e) fees collected in respect of the execution of projects entrusted to the Institute, from the sale of publications, or from other particular activities; and
 - (f) miscellaneous income.
2. The income of the Institute shall be paid into a special account to be set up by the Director-General, in accordance with the relevant provisions of UNESCO's Financial Regulations. This special account shall be operated and the Institute's budget administered in accordance with these Statutes and the financial regulations of the special account.
3. In the event of a decision by the General Conference to close down the Institute its assets shall be vested in and its liabilities taken over by UNESCO.

Article XI – Amendments

The present Statutes may be amended only by a decision of the General Conference or the Executive Board.

Article XII – Transitional provisions

Upon the entry into force of these Statutes:

- (a) the members of the Governing Board of the UIE Foundation shall become members of the Board of the Institute and shall hold their office until the end of their original term;
- (b) the Director of the UIE Foundation shall become Director of the Institute.

Article XIII – Entry into force

The present Statutes will enter into force once the Host Country Agreement and the Agreement mentioned in Article IX have been concluded by UNESCO and the Federal Republic of Germany, and after the Foundation has been dissolved legally.