

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC
AND
THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION

**CONCERNING THE ESTABLISHMENT OF A REGIONAL CENTRE FOR
EARLY CHILDHOOD CARE AND EDUCATION IN THE ARAB STATES,
IN THE SYRIAN ARAB REPUBLIC, AS A CATEGORY 2 CENTRE
UNDER THE AUSPICES OF UNESCO**

The Government of the Syrian Arab Republic

and

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

Having regard to 29 C/Resolution 8, by which the UNESCO General Conference highlighted the need to build capacity for early childhood care and education programmes,

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of the Syrian Arab Republic 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 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. "Government" means the Government of the Syrian Arab Republic (SAR).
3. "Centre" means the proposed Regional Centre for Early Childhood Care and Education (ECCE) in the Arab States.
4. "Arab region" means the Arab States as specified in UNESCO's definition of regions.

Article 2 – Establishment

The Government shall agree to take, in the course of the years 2009 and 2010, any measures that may be required for the setting up in Damascus, in the Syrian Arab Republic (SAR) of the Centre under the auspices of UNESCO.

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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 Centre shall be independent of UNESCO.

4.2 The Government of the SAR shall ensure that the Centre enjoys within its territory 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 Centre must include provisions describing precisely:

- (a) legal status granting 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

The objectives of the Centre shall be:

- (a) Build national and regional capacity for ECCE, promote collaboration and strengthen networks for knowledge transfer in the field of ECCE.
- (b) Contribute to the achievement of the United Nations Millennium Development Goals and the achievement of the Dakar Framework for Action Education for All Goals by 2015.
- (c) Train senior officials of regional Ministries of Education, other ministries and agencies related to ECCE (Health and Social Welfare Ministries, NGOs, civil society associations) in policy development processes in ways which allow on-the-job training

The functions of the Centre shall be to:

- (a) Facilitate awareness among regional Ministries of Education concerning crucial ECCE development issues which are of priority for the countries of the region.
- (b) "Train the trainers" for ECCE workforce upgrading with special emphasis on pre-primary teachers as a priority for the two to three years to come.

- (c) Facilitate access to professional technical information in Arabic on educational policy development issues as well as workforce upgrading issues from other countries of the region, relevant to ECCE.
- (d) Train the regional professional and academic ECCE workforce in applied research by undertaking fact-finding and analysis work focused on specific needs of the countries of the Arab region.

Article 7 – Governing Board

1. The Centre shall be guided and supervised by a Governing Board renewed every two years and composed of:
 - (a) a representative of the Government or his/her appointed representative;
 - (b) representatives of Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 10.2 below and have expressed interest in being represented on the Board;
 - (c) a representative of the Director-General of UNESCO.
2. The Chair of the Governing Board will be the Minister of Education of the Syrian Arab Republic, who will also act as the representative of the Government as set out in 7.1(a).
3. 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;
 - (d) 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;
 - (e) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.
4. 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 two-thirds of its members.
5. 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 Centre, in accordance with the strategic goals and objectives of UNESCO by:

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- (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;
- (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 Centre.
2. The Government undertakes to:
 - (a) make available to the Centre all facilities necessary to fulfil its objectives and functions;
 - (b) entirely assume the maintenance of the premises of the institution as a category 2 centre under UNESCO's auspices
 - (c) contribute or secure the regional contribution to the Centre of the amount required to cover the renovation, running and maintenance costs of the Centre.
 - (d) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise a core team of support staff, temporary/part-time researchers as well as a librarian, amounting to 5-10 persons at any given time.

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 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 the acts or omissions of the Centre, and shall also not be subject to any for 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.

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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 the strategic goals of UNESCO;
 - (b) whether the activities effectively pursued by the Institute/Centre are in conformity with those set out in this Agreement.
2. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.
3. 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 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 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, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the Syrian Arab Republic 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 concluded for a period of three years as from its entry into force, and shall be deemed renewed unless otherwise expressly denounced by either party as provided for in Article 16.

Article 16 – Denunciation

1. Each of the contracting parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 60 days following receipt of the notification sent by one of the contracting parties to the other.

Article 17 – Revision

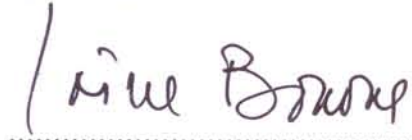
This Agreement may be revised by consent between the Government and UNESCO.

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 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, UNESCO can resolve the selection of the third arbitrator according to its own normal legal procedures.
2. The Tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in 2 copies in the English language and 2 copies in the Arabic language, on Saturday, 24 April 2010.



For the United Nations Educational,
Scientific and Cultural Organization

Ms Irina Bokova

Director-General of UNESCO



For the Government of the
Syrian Arab Republic

Dr Ali Saad

Minister for Education