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CATEGORY 2 INSTITUTES AND CENTRES

PART V

**PROPOSAL FOR THE ESTABLISHMENT OF AN INTERNATIONAL KNOWLEDGE CENTRE
FOR ENGINEERING SCIENCES AND TECHNOLOGY IN BEIJING, CHINA**

DRAFT AGREEMENT

ANNEX

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BETWEEN THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO) AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA REGARDING THE ESTABLISHMENT OF AN INTERNATIONAL KNOWLEDGE CENTER FOR ENGINEERING SCIENCES AND TECHNOLOGY IN BEIJING, PEOPLE'S REPUBLIC OF CHINA, AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO

The Government of the People's Republic of China

and

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

With regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation through the establishment of an International Knowledge Centre for Engineering Science and Technology in Beijing, People's Republic of China,

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of the People's Republic of China an agreement in conformity with the draft which 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 – Definition

1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
2. "Chinese Government" means the Government of the People's Republic of China.
3. "Centre" means the International Knowledge Centre for Engineering Science and Technology in Beijing, People's Republic of China.

ARTICLE 2 – Establishment

The Chinese Government shall agree to take, in the course of the year 2014, any measures that may be required for the setting up of the Centre in the People's Republic of China, as provided for under this Agreement.

ARTICLE 3 – Participation

1. The Centre shall be established, in accordance with the Law of the People's Republic of China, as an autonomous, independent legal entity, at the service of the 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 of UNESCO wishing to participate in the Centre's activities, as provided for under this Agreement, shall send notification to this effect to the Centre. The Director shall inform other interested Member States and UNESCO on receipt of such notifications.

ARTICLE 4 – Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing cooperation between UNESCO and the Chinese Government, and also the rights and obligations of the parties stemming from these.

ARTICLE 5 – Juridical Personality

1. The Centre shall be independent from UNESCO.
2. The Centre shall enjoy, on the territory of the People's Republic of China, 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.
3. The Centre and its activities shall be under the jurisdiction of the People's Republic of China.

ARTICLE 6 – Constitutive Act

The constitutive act of the Centre must include provisions concerning:

- (a) legal status granting to the Centre, under national legislation, the autonomous legal capacity necessary to exercise its functions and to receive subventions, 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 7 – Objectives and Functions

1. The objectives of the Centre shall be:
 - a. Construct a comprehensive knowledge hub for engineering science and technology: The Centre will work collaboratively with organizations affiliated with the Chinese Academy of Engineering, universities and its international network to collect relevant information and data from digital libraries, research reports, technical papers and archives to build a comprehensive digital library of resources on engineering science and technology. The Centre will construct a knowledge base to share expertise and experience on engineering science and technology internationally, contribution to UNESCO's Engineering Initiative in promoting the dissemination and utilization of engineering knowledge to facilitate the development of a knowledge-based society, and contributing to the one of the main goals of UNESCO. This digital library will be made publically available, enabling developing countries to access and utilize the information they require to develop, as well as promoting engineering education in these countries, supporting the objectives of the United Nations Decade of Education for Sustainable Development.

Based on the comprehensive knowledge of engineering science and technology, the Centre will explore and develop new educational and learning tools, reform education and learning methods, provide greater access to educational materials, foster the development of young professionals and enhance the opportunities for innovation. The Centre will provide consultation services, professional training programs and courses for science and Technology Parks and Incubators, and improve the quality and relevance of scientific,

technological and engineering education. Additionally, the Centre can provide the public with a wealth of engineering related education resources, to enable users at different levels to choose the materials suitable to their specific needs.

- b. Provide means to effectively utilize data resources: The Centre will utilize its knowledge and expertise to develop and apply the appropriate technologies to effectively process and analyse the extensive data that will be collated in this digital library especially in the field of hydrology, ocean engineering and ecological environment, in order to promote the sustainable development of the society.
 - c. Provide training on data processing and analysis: Drawing on the expertise of the Chinese Academy of Engineering in providing macro-level decision making support and advice, the Centre will organize seminars and training courses to help developing countries cultivate talent and build capacity in the fields of engineering science and technology. Furthermore, the Centre will seek to improve the data processing capabilities of professionals in developing countries to enable them to more effectively utilize the information resources that are available to combat climate change, reduce risk of natural hazard and safeguard the environment.
 - d. Protecting and advocating major cultural heritage: The development of the digital library will provide a means for the Centre to effectively collect, organize and protect items of cultural heritage related to engineering science and technology.
 - e. Promoting international exchange and cooperation: The Centre will work collaboratively with research institutions, universities, international agencies, governments and NGOs to organize international conferences facilitate personnel exchanges and visits and support the establishment of an international network of professionals in the field of engineering science and technology.
2. The functions of the Centre shall be to:
- a. development of a knowledge base to share expertise and experience on engineering science and technology internationally;
 - b. organize training courses, seminars, workshops and meetings;
 - c. build and run networks for information and knowledge exchange; and
 - d. produce publications and disseminate information.
3. The Centre shall pursue the above objectives and functions in close cooperation with UNESCO's section of Engineering Initiative, Natural Sciences Sector.

ARTICLE 8 – Governing Board

1. The Centre shall be guided and supervised by a Governing Board, to be renewed every six years and composed of:
 - a. representative of the Chinese Government or his/her appointed representative who will act as Chairperson;
 - b. a representative of the Chinese Academy of Engineering;
 - c. a representative of the Chinese National Commission for UNESCO;

- d. up to three representatives of Chinese universities and research institutes engaging in engineering science and technology knowledge base;
 - e. up to five representatives of other Member States of UNESCO that have sent to the Centre notification of membership, in accordance with the provisions of Article 3, paragraph 2, above, and expressed interest in being represented on the Board;
 - f. a representative of the Director-General of UNESCO;
 - g. Representatives of Member States that have been admitted as observers on the Governing Board.
2. 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. issue the general rules and regulations and determine the financial, administrative and personnel management of the Centre;
 - e. decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.
3. The Governing Board shall meet in ordinary sessions at regular intervals, at least once every calendar year; it shall meet in extraordinary sessions if convened by its Chairperson, either on his or her own initiative or at the request of the Director-General of UNESCO or a 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 Chinese Government and UNESCO.

ARTICLE 9 – Executive Committee

The Executive Committee will be responsible for the day-to-day management of the Centre. Its composition will be determined by the Governing Board.

ARTICLE 10 – Secretariat

1. The Centre's Secretariat shall consist of a Director and such staff as necessary for the proper functioning of the Centre.
2. The Director shall be appointed by the Chairperson of the Governing Board in consultation with the Director-General of UNESCO.
3. The other members of the Secretariat may comprise:
 - a. members of UNESCO's staff who are temporarily seconded and made available to the Centre, as provided for in UNESCO's regulations and by the decisions of its governing bodies;
 - b. any person appointed by the Director, in accordance with the procedures laid down by the Governing Board;

- c. government officials who are made available to the Centre, in accordance with government regulations.

ARTICLE 11 – Duties of the Director

The Director shall discharge the following duties:

- a. direct the work of the Centre in conformity with the programmes and directives established by the Governing Board;
- b. propose the draft work plan and budget to be submitted to the Governing Board for approval;
- c. prepare the provisional agenda for the sessions of the Governing Board and submit to it any proposals that he or she may deem useful for the administration of the Centre;
- d. prepare reports on the Centre's activities to be submitted to the Governing Board and UNESCO;
- e. perform civil juristic acts as legal representative of the Centre.

ARTICLE 12 – Contribution of UNESCO

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.
2. If appropriate, UNESCO undertakes to:
 - a. provide the assistance of its experts in the specialized fields of the Centre;
 - b. engage in temporary staff exchanges, whereby the staff concerned will remain on the payroll of the dispatching organizations; and
 - c. second 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.

ARTICLE 13 – Contribution of the Chinese Government

1. The Chinese Government shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre.
2. The use of resources provided by the Chinese Government, either financial or in kind as mentioned in Article 13, paragraph 1 above, 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 14 – 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 15 – 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 Centre are in conformity with those set out in this Agreement.
2. UNESCO undertakes to submit to the Chinese Government, at the earliest convenience, 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 terminating the Agreement, as envisaged in Articles 19 and 20.

ARTICLE 16 – 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 17 – Entry into Force

The Chinese 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 18 – Duration

This Agreement is concluded for a period of six years as from its entry into force, and shall be deemed automatically renewed for a successive period of six years unless otherwise expressly terminated by either party no less than thirty days prior to the expiration of this Agreement.

ARTICLE 19 – Termination

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 20 – Revision

This Agreement may be revised, by mutual consent of the Chinese Government and of UNESCO.

ARTICLE 21 – Settlement of Disputes

Any dispute between UNESCO and the Chinese 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 Chinese 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 Government of the
People’s Republic of China