

DRAFT AGREEMENT BETWEEN
THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF CHINA, REPRESENTED BY
THE MUNICIPAL GOVERNMENT OF SHANGHAI,
AND
THE UNITED NATIONS EDUCATIONAL
SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO)
CONCERNING THE ESTABLISHMENT OF A TEACHER EDUCATION CENTRE IN THE
PEOPLE’S REPUBLIC OF CHINA AS A CATEGORY 2 CENTRE UNDER THE
AUSPICES OF UNESCO

The Government of the People’s Republic of China, represented by the Municipal Government of Shanghai,

and

The United Nations Educational, Scientific and Cultural Organization,

Bearing in mind UNESCO’s mandate concerning collaboration with Member States in the development of educational activities, and the importance of teachers in the achievement of the Sustainable Development Goal (SDG 4) on education,

Having regard to the ILO/UNESCO Recommendation concerning the Status of Teachers (1966) and UNESCO Recommendation concerning the Status of Higher-Education Teaching Personnel (1997), which seek to favour international cooperation in respect of teacher education,

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of the People’s Republic of China, represented by the Municipal Government of Shanghai, 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 Nation Educational, Scientific and Cultural Organization.
2. “Government” means the Government of the People’s Republic of China, represented by the Municipal Government of Shanghai.
3. “Centre” means Teacher Education Centre.

Article 2 – Establishment

The Government shall agree to take, in the course of the year 2018, any measures that may be required for the establishment of the Centre under the auspices of UNESCO, as provided for under this Agreement, hereinafter referred to as “the Centre”.

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

1. The Centre shall be independent of UNESCO.
2. The Government 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 functions/objectives of the Centre shall be:

Objectives

To be a service provider, standard setter, and a research and resource management centre in the field of teacher education,

Functions

- (a) **Knowledge Production:** use of well-known experts in basic and teacher education to research and disseminate findings in such areas as development, administration evaluation and innovation in basic and teacher education.
- (b) **Capacity Building:** utilization of multi-level training programmes to build the capacity of basic and teacher education institutions, including provision of training for staff at various levels in the provision of basic and teacher education.

- (c) **Technical Service:** leveraging ICT to provide professional service in basic and teacher education for least developed countries in Asia, Africa.
- (d) **Information Sharing:** working closely with UNESCO's field and regional offices, national commissions, Category 1 Institutes and other Category 2 Centres of UNESCO.

Article 7 – Governing Board

1. The Centre shall be guided and supervised by a Governing Board renewed every 3 years composed of:
 - (a) a representative of the Government;
 - (b) a representative of the UNESCO National Commission of the People's Republic of China;
 - (c) a representative of the Director-General of UNESCO;
 - (d) The Director of the Centre, as observer without a voting right
 - (e) experts in the field of teacher education
 - (f) representatives of Member State(s), 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;

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, including 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 of the 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.

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 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 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; and
 - (b) 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 both 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 an annual budget (equivalent to at least USD 2 million) to cover expenses relating to the Centre's activities, including the Secretariat staff, infrastructure, equipment and utilities;
 - (b) entirely assume the maintenance of the premises of the Centre; and
 - (c) make available to the Centre the initial staff necessary for the performance of its functions. The number of employees will be increased once the Centre becomes fully operational (20 staff including administrators and professionals on the government payroll).

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 of the Centre 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.

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 Centre to UNESCO strategic programme objectives to be funded by the host country or Centre.
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 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 letterheaded 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 People's Republic of China 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 six (6) years as from the date of its entry into force. The Agreement shall be renewed upon common agreements 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 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 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 Municipal Government of Shanghai in the People’s Republic of China, 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 two copies in the English language, on [DATE]

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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, represented by the
Municipal Government of Shanghai