

DRAFT AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED ARAB EMIRATES

AND THE

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

CONCERNING THE REGIONAL CENTRE FOR EDUCATIONAL PLANNING

UNDER THE AUSPICES OF UNESCO (CATEGORY 2)

The Government of the United Arab Emirates

And

The United Nations Educational, Scientific and Cultural Organization,

Having regard to 32 C/Resolution 11, by which the General Conference of the United Nations Educational, Scientific and Cultural Organization, approved the establishment of the Regional Centre for Education Planning under the auspices of UNESCO (category 2) in the United Arab Emirates,

Considering 37 C/Resolution 93 by which the General Conference approved the integrated comprehensive strategy for category 2 institutes and centres under the auspices of UNESCO and requested the Director-General to apply this strategy to all renewals of existing agreements,

Noting the Agreement signed by the United Arab Emirates and the United Nations Educational, Scientific and Cultural Organization on 7 September 2012 on the operation of the Regional Centre for Educational Planning, which expired in May 2017, was extended until December 2017 in view of Decision 201 EX/Dec.14, and subsequently until June 2018.

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the Regional Centre for Educational Planning 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” refers to the Government of the United Arab Emirates.
3. “Centre” refers to the Regional Centre for Educational Planning (RCEP).
4. “Governing Board” refers to the Governing Board of the Centre.
5. “Director” refers to the Director of the 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 renewal of the Centre under the auspices of UNESCO, as provided for under this Agreement.

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 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) the legal status granted 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 objective of the Centre shall be to support capacity development for education sector-wide policy and planning in Ministries of Education, with particular emphasis to Gulf Cooperation Council (GCC) States and Yemen, through the following functions:

- (a) build national and regional capacity for modern educational planning, by targeting senior officials and technical staff of ministries of education, local level (province, district) education offices, and other ministries directly related to the education sector, such as finance ministries, through
 1. training in all aspects of education planning;
 2. training in applied education research, by undertaking fact-finding and analysis work focused on specific needs of the Gulf countries and other States in the Arab region;
 3. awareness-raising with regard to specific sector development issues which are of priority for the countries in the region;

- (b) facilitate information-sharing and exchange on educational planning and management, disseminate relevant information to education authorities in the region and make readily available such material to the trainees of the Centre in English and Arabic;
- (c) foster collaborative initiatives and maintain links with key stakeholders in educational planning, nationally, regionally and internationally, with a view to support the implementation of the Sustainable Development Goal 4 pertaining to education;
- (d) undertake any other activities necessary to strengthen educational planning regionally and internationally.

Article 7 – Governing Board

1. The Centre shall be guided and overseen by a Governing Board renewed every three years and include:
 - (a) the Minister of Education of the United Arab Emirates
 - (b) representatives of up to six Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 12, paragraph 2 below, and have expressed interest in being represented on the Board
 - (c) representative of the Director-General of UNESCO,
 - (d) the Director of the UNESCO International Institute for Educational Planning (IIEP)
 - (e) two members of national and regional international organizations related to education
 - (f) the Director of the Centre (who shall have no voting rights).
2. The Governing Board shall:
 - (a) approve the long-term and medium-term programmes of the Centre;
 - (b) approve the annual work plan 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 for 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 of the 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 Government and UNESCO.
5. The structure of the Centre as well as the number and qualification of its professional and support staff is determined by the Centre's objectives set forth in Article 6 above. Thus, the Centre will have three programme departments as follows:
 - (a) Educational planning Training Department,
 - (b) Education policy Research and Studies Department,
 - (c) Administrative Support section ,

6. The activities of the Centre will be conducted in Arabic and, whenever appropriate, in English.
7. RCEP can issue its own certificates when it designs, formulates and runs its own programs to meet the specific needs of its clients, it being understood that in such cases UNESCO's name and logo cannot and will not be associated neither with the course, nor with the certificate issued by RCEP.

Article 8 – Personnel

1. The personnel of the Centre shall comprise on a regular basis: experts & professional staff, administrative staff and other support staff.
2. The Centre shall have a core group of professional staff, including the Director, that shall exercise collective leadership in substantive matters, monitoring and guiding the training, research and information dissemination activities of the Centre, in order to ensure consensus on major programme and management matters.
3. Visiting lecturers and visiting research fellows, for limited periods of time and for specific tasks.
4. Government officials from ministries of education in GCC who would be made available to work in the center according to the Government regulations.
5. All personnel that have signed a contract with the Centre shall be under the authority of the Director of the Centre and shall report to him/her.

Article 9 – Director

1. The Director of the Centre shall be appointed by the Chairperson of the Governing Board after consultation with the Governing Board members. The Director shall discharge the following duties:
 - (a) direct the work of the Centre in conformity with the directives and programmes established by the Governing Board;
 - (b) propose the work plan, budget and staffing table to the Governing Board;
 - (c) appoint the staff of the Centre in consultation with the U.A.E Minister of Education, the Chairman of the Governing Board and consultations with the Governing Board especially when hiring senior staff;
 - (d) organize at regular intervals (at least once every calendar month) and chair meetings of the core group of professional staff in order to ensure consensus on major programme and management matters;
 - (e) prepare and submit reports on the activities of the Centre to the Governing Board;
 - (f) prepare the provisional agenda for the sessions of the Governing Board and submit to the Governing Board proposals that he/she deems necessary for the administration of the Centre;
 - (g) maintain relations with institutes, centres and national and international organizations directly relevant to the work of the Centre;
 - (h) submit proposals to the Governing Board that he/she deems necessary for the efficient management of the Centre and which require the Governing Board's consultation or approval;
 - (i) represent the Centre in law and in all civil acts.
2. The Director shall work closely with the core group of professional staff.

Article 10 – 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;
 - (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; and
 - (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 11 – 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) entirely assume the maintenance of the premises, and cover the costs of communications and other utilities of the Centre;
 - (b) contribute to the Centre sufficient funds for its operations and administrative expenses; and
 - (c) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise personnel as per Article 8 above.

Article 12 – 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 13 – 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 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 14 – 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 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 18 and 19.

Article 15 – 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 including electronic documents and web pages in accordance with the conditions established by the governing bodies of UNESCO.

Article 16 – 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 United Arab Emirates 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 17 – Duration

This Agreement is concluded for a period of six years as from its entry into force. The Agreement shall be renewed upon common agreement between Parties once the Executive Board made its comments based on the results of the renewal assessment provided by the Director-General.

Article 18 – 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 19 – Revision

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

Article 20 – 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, as duly and respectively authorised, have signed this Agreement.

DONE in four (4) copies, two (2) in English and two (2) in Arabic, both texts being equally authentic, on [...]. In case of divergence in interpretation, the English text shall prevail.

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For the United Nations Educational,
Scientific and Cultural Organization

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For the Government of the United Arab
Emirates