

**TRIPARTITE AGREEMENT BETWEEN THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO), SAUDI ARABIA AND
THE REGIONAL CENTER OF QUALITY AND EXCELLENCE IN EDUCATION
(RCQE) REGARDING THE RENEWAL OF
THE SAID INSTITUTION AS A CATEGORY 2 CENTRE
UNDER THE AUSPICES OF UNESCO**

The Government of Saudi Arabia

and

The United Nations Educational, Scientific and Cultural Organization,

and

The Regional Center of Quality and Excellence in Education (RCQE)

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of quality and excellence in education,

Recalling Decision [...], by which the Executive Board decided to renew the designation of RCQE as a category 2 centre under the auspices of UNESCO and authorized the Director-General to sign the corresponding Agreement,

Desirous of defining the terms and conditions governing the framework for cooperation between the Government of Saudi Arabia, RCQE, and UNESCO that shall be granted to the said centre in this Agreement,

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

- a. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
- b. “Government” refers to the Government of Saudi Arabia.
- c. “Centre” refers to the Regional Center of Quality and Excellence in Education (RCQE).
- d. “Parties” refers to the United Nations Educational, Scientific and Cultural Organization, the Government of Saudi Arabia and the Regional Center of Quality and Excellence in Education (RCQE).

Article 2 – Operation

The Government and the RCQE shall agree to take any measures that may be required for the continued operation of RCQE as a category 2 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, the Government and the Centre regarding the RCQE as a category 2 centre under the auspices of UNESCO and also the rights and obligations stemming therefrom for the Parties.

Article 4 – Legal status

- a. The Centre shall be independent of UNESCO.
- b. The Government and the RCQE shall ensure that the Centre enjoys within the territory of Saudi Arabia the autonomy necessary for the execution of its activities and has the legal capacity to:
 - i. contract;
 - ii. institute legal proceedings;
 - iii. acquire and dispose of movable and immovable property.

Article 5 – Constitutive Act

The Government and the RCQE shall ensure that the Constitutive Act of the Centre includes 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 Board.

Article 6 – Objectives and Functions

Objectives:

The Centre shall be a service provider, standard setter, and a research centre in the field of Education Quality and Excellence. In addition, the Centre will help to :

- a- spread awareness about quality and excellence in education;
- b- promote practices of educational quality implementation;
- c- validate and benchmark current practices against the most effective education systems;
- d- develop and apply practical ideas and best practices related to quality teaching and learning;
- e- look for new ideas and innovations that can act as feedstock for future strategic development in educational processes;
- f- create a hub of quality & excellence in education expertise in the Arab states, and to address human resource needs;
- g- develop research programmes of a global quality through international partnerships to develop world class education and training programs.

Functions:

In order to achieve the above objectives, the functions of the Centre shall be:

- a. to promote research to improve the quality and excellence of education systems;

- b. to develop capacity-building and training initiatives to re-orient existing education programmes towards quality and excellence;
- c. to create and reinforce networks for the exchange of knowledge, technical and policy information, and best practices in the field of education quality and excellence among institutions and individuals;
- d. to organize knowledge and information transfer activities including international symposia or workshops, and to engage in appropriate awareness-raising activities targeted at various stakeholders;
- e. to provide technical consulting services; and
- f. to produce research reports, technical publication and other media items related to the activities of the Centre.

Article 7 – Governing Board

- a. The Centre shall be guided and overseen by a Governing Board, having one third of its members renewed every two years, and include:
 - i. The Minister of Education of Saudi Arabia as the Chairperson;
 - ii. Up to seven representatives from different Member States from the Arab region
 - iii. Up to five members from national agencies, institutions and/or the private sector
 - iv. Two members from international agencies, institutions and/or the private sector
 - v. A representative of the Director-General of UNESCO
 - vi. The Director of the Centre who shall be an ex officio member without the right to vote
- b. The Governing Board shall:
 - i. approve the long-term and medium-term programmes of the Centre;
 - ii. approve the annual work plan and budget of the Centre, including the staffing table;
 - iii. examine the annual and evaluation reports submitted by the Director of the Centre, including reports of the Centre's contribution to UNESCO's approved programme and budget (C/5), global strategies and action plans as well as sectoral programme priorities, and develop response strategies for strengthening such contribution;
 - iv. 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;
 - v. 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;
 - vi. decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

- c. 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/her own initiative or at the request of the Director-General of UNESCO or the majority of its members.
- d. The Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government of Saudi Arabia and UNESCO.

Article 8 – Contribution by the Government

The Government shall contribute to the RCQE the amount of ten (10) Million Saudi Riyals per year for a period of eight years, for the administration and proper functioning of the Centre.

Article 9 – Contribution by the RCQE

The Centre shall:

- a. assume all costs related to the maintenance of the premises, equipment, facilities, utilities and communications;
- b. provide, in cooperation with the Government, all necessary financial resources, as well as the staff necessary, for performance of its functions as a category 2 centre.

Article 10 – Financial Contribution to UNESCO

With a view to recovering costs incurred by UNESCO in administering, monitoring, reporting and other operational processes vis-à-vis category 2 institutes and centres, the Centre shall make an annual contribution to the corresponding UNESCO Programme Sector equivalent to at least US \$1,000 by 31 December of every year from the entry into force of this Agreement.

Article 11 – UNESCO's Contribution

- a. UNESCO may provide technical assistance, as needed, for the actions of the Centre, in accordance with UNESCO's Approved Programme and Budget (C/5), including global strategies and action plans, as well as sectoral programme priorities by:
 - i. providing the assistance of its experts in the specialized fields of the Centre;
 - ii. engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; and
 - iii. 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 or project within a strategic programme priority area.
- b. 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 12 – Participation

- a. 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.
- b. Member States and Associate Members of UNESCO wishing to participate in the Centre's activities and to be represented on the Governing Board as a member, 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 participating 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

- a. UNESCO may, at any time, carry out an evaluation of the activities of the Centre to be funded by the Centre or the Government concerned in order to ascertain whether:
 - i. the Centre makes a significant contribution to UNESCO's prevailing Approved Programme and Budget (C/5) at the time in which it was designated, including global strategies and action plans as well as sectoral programme priorities;
 - ii. the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
- b. UNESCO shall, for the purpose of the renewal of this Agreement, conduct an evaluation of the contribution of the Centre to UNESCO's prevailing Approved Programme and Budget (C/5) at the time in which it was designated, including global strategies and action plans, as well as sectoral programme priorities. This evaluation, managed by UNESCO, shall be financed entirely by the Government and/or the Centre.
- c. UNESCO undertakes to submit the conclusions of the renewal evaluation to the Centre and the Government concerned and to make available the renewal evaluation report on the relevant Programme Sector's website.
- d. Following the conclusions of a renewal evaluation, each of the Parties shall have the option of requesting a revision of the contents of the Agreement or of denouncing the Agreement, as envisaged in Articles 18 and 19.

Article 15 – Use of UNESCO's name and logo

- a. The Centre may mention its affiliation with UNESCO. It may therefore use after its title the mention "under the auspices of UNESCO".
- b. The Centre is authorized to use the UNESCO logo or a version thereof on its letterheaded paper and documents including electronic documents and websites in accordance with the conditions established by the governing bodies of UNESCO.

- c. Use of UNESCO's name and logo including in the name, on letterheaded paper and documents, including electronic documents and websites of the Centre is strictly prohibited in the absence of a valid agreement with UNESCO.

Article 16 – Entry into force

This Agreement shall enter into force upon its signature by the Parties.

Article 17 – Duration

This Agreement is concluded for a period of 8 (eight) years as from its entry into force. The Agreement shall be renewed or terminated on the basis of a decision by the Executive Board following a recommendation of the Director-General.

Article 18 – Denunciation

- a. Each of the Parties shall be entitled to denounce this Agreement unilaterally.
- b. The denunciation shall take effect within 30 days following receipt of the notification sent by one of the Parties to the others.

Article 19 – Revision

This Agreement may be revised by written consent between the Government, the Centre, and UNESCO, further to, and taking into account the recommendations of a renewal evaluation.

Article 20 – Settlement of disputes

Any dispute arising from this Agreement shall be settled by mutual understanding of the Parties. In the absence of an amicable settlement, the dispute shall be referred to arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

Article 21 – Privileges and immunities

Nothing in or relating to the present Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in 6 copies in English and Arabic, on [...] July 2020. In case of discrepancies between these versions, the English text shall prevail.

.....
For the Regional Center for
Quality and Excellence in
Education

.....
For the United Nations
Educational,
Scientific and Cultural
Organization

.....
For the Government