

**DRAFT TRIPARTITE AGREEMENT
BETWEEN**

**THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL
ORGANIZATION (UNESCO),**

THE GOVERNMENT OF MALAYSIA AND

**THE INTERNATIONAL CENTRE FOR SOUTH-SOUTH COOPERATION
IN SCIENCE, TECHNOLOGY AND INNOVATION (ISTIC) IN KUALA LUMPUR,
MALAYSIA,**

REGARDING

**REGARDING THE RENEWAL OF SAID INSTITUTION AS A CATEGORY 2
CENTRE UNDER THE AUSPICES OF UNESCO**

The United Nations Educational, Scientific and Cultural Organization

and

The Government of Malaysia

and

the International Centre for South-South Cooperation in Science, Technology and Innovation (ISTIC), which was established in Kuala Lumpur, Malaysia,

Having regard to 34 C/Resolution 40 of the General Conference of UNESCO by which it approved the establishment of the International Centre for South-South Cooperation in Science, Technology and Innovation (ISTIC) under the auspices of UNESCO (category 2 centre) and the Agreement signed by UNESCO and the Government of Malaysia concerning the establishment and operation of ISTIC, on 14 May 2012,

Recalling Decision [...], by which the Executive Board decided to renew the designation of ISTIC 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 Malaysia, ISTIC, 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 Malaysia
- c. “Centre” refers to the International Centre for South-South Cooperation in Science, Technology and Innovation (ISTIC), which is established in Kuala Lumpur, Malaysia.
- d. “Parties” refers to UNESCO, the Government of Malaysia and International Centre for South-South Cooperation in Science, Technology and Innovation (ISTIC).

Article 2 – Operation

The Government and the Centre agree to take any measures that may be required for the continued operation of ISTIC 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 ISTIC 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 Centre shall ensure that the Centre enjoys within the territory of Malaysia 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 Centre 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

The objectives/functions of the Centre shall be to:

- a. contribute to UNESCO's strategic programme objectives and expected results aligned with the programmatic periods of the approved Programme and Budget document (C/5), including the global priorities of UNESCO, and related sector and programme priorities and themes, in particular promoting the interface between science, policy and society and ethical inclusive policies for sustainable development and strengthening STI policies and engagement with society, including with vulnerable groups such as Small Island Developing States (SIDS) and indigenous peoples; mobilize intellectual and financial resources from the South to accelerate the achievement of SDGs in the South, notably SDG 17 and other goals related to science, technology and innovation;
- b. provide scientists, managers of research centres/institutions and policymakers with short and medium-term training in specified areas, in particular to trainees from developing countries, with the aim of improving their capacity in managing science and technology innovation systems. This would include fellowships, training courses and workshops incorporating both specialized and project-oriented training;
- c. foster cooperation among governments, academia and industry in order to facilitate the transfer of knowledge between the public and private sectors, and the development of

well-planned and relevant knowledge-based programmes and institutions in participating countries;

- d. research and make available knowledge, including through open science movement/components, on potential new technologies such as information technology (IT), biotechnology (BT), Nanotechnology (NT), etc. to address specific problems faced by developing countries
- e. develop networks and collaborative research and development (R&D) and training programmes at regional and international levels including linking of designated nodal centres in participating countries;
- f. facilitate the exchange and dissemination of information.

Article 7 – Governing Board

- a. The Centre shall be guided and overseen by a Governing Board, renewed every three years, which shall include:
 - i. a representative of the Government;
 - ii. representatives of UNESCO's Member States which have sent to the Centre notification of membership, in accordance with stipulation of Article 12.b below and expressed interest in being represented in the Board; and
 - iii. a representative of the Director-General of UNESCO;
- 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 of two or more of its members.
- d. The Governing Board shall adopt its own rules of procedure.

Article 8 – Contribution by the Government

The Government shall provide financial and human resources for the administration and proper functioning of the Centre by:

- a. make available to the Centre its' premises;
- b. contribute to the Centre the required budget per annum; and
- c. make available to the Centre the administrative staff necessary for the performance of its functions which shall comprise the director, a deputy (or deputies) and all the other staff necessary for the function of the Centre.

Article 9 – Contribution by the Centre

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 under the auspices of UNESCO.

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 3 copies in English language, on

.....
For the International Centre
for South-South Cooperation
in Science, Technology and
Innovation

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

.....
For the Government of
Malaysia

