

**TRIPARTITE AGREEMENT BETWEEN THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO), THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC OF BANGLADESH AND THE INTERNATIONAL MOTHER
LANGUAGE INSTITUTE (IMLI) REGARDING THE RENEWAL
OF THE SAID INSTITUTION AS A CATEGORY 2 CENTRE
UNDER THE AUSPICES OF UNESCO**

The Government of the People's Republic of Bangladesh

and

The United Nations Educational, Scientific and Cultural Organization,

and

The International Mother Language Institute (IMLI),

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of mother language education and learning,

Recalling Decision [...], by which the Executive Board decided to renew the designation of IMLI 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 the People's Republic of Bangladesh, IMLI 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 the People's Republic of Bangladesh.
- c. “Centre” refers to the International Mother Language Institute (IMLI).
- d. “Parties” refers to the United Nations Educational, Scientific and Cultural Organization, the Government of the People's Republic of Bangladesh and the International Mother Language Institute (IMLI).

Article 2 – Operation

The Government and IMLI shall agree to take any measures that may be required for the continued operation of IMLI 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, IMLI and the Government regarding IMLI 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 IMLI shall ensure that the Centre enjoys within the territory of Bangladesh 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 IMLI shall ensure that the Constitutive Act of the Centre 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 Board.

Article 6 – Objectives and Functions

The objectives of the Centre shall be to:

- a. Develop and strengthen education systems by paying special attention to the promotion of mother language education and learning.
- b. Conduct research for documentation and development of mother languages of the world to promote multilingual education.

The functions of the Centre shall be to:

- a. Engage in activities related to knowledge creation and sharing, capacity development and policy advice which focus on the key role of mother language education and learning;
- b. Design new approaches of learning and develop a body of knowledge on the role and potential contribution of mother language education towards the construction of inclusive learning societies;
- c. Document and undertake comparative research on relevant teacher training, curriculum development and educational strategies employed to link mother language education with national or majority language education;

- d. Document, research and promote the dynamic linkages between practices of mother language education and artistic expression.

Article 7 – Governing Board

- a. The Centre shall be guided and overseen by a Governing Board, renewed every three years, and include:
 - i. the Minister of Education of Bangladesh or his/her representative;
 - ii. the Secretary-General of the Bangladesh National Commission for UNESCO or his/her representative;
 - iii. the Secretary of the Ministry of Primary and Mass Education or his/her representative;
 - iv. the Secretary of the Ministry of Cultural Affairs of Bangladesh or his/her representative;
 - v. representatives of Member State(s) and or Associate Member State(s), which have sent to the Centre notification for membership, in accordance with the stipulations of Article 11.b and have expressed interest in being represented on the Board;
 - vi. 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-thirds 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 and UNESCO.

- (e) The Director of the Centre shall be Secretary of the Governing Board.

Article 8 – Contribution by the Government

The Government shall contribute to IMLI the amount of Taka 6.00 Crore (USD 697000.00) per year for a period of eight years, for the administration and proper functioning of the Centre.

Article 9 – Contribution by IMLI

IMLI 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 – 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 11 – 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 12 – 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 13 – 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 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 renewed, 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 renewed, 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 IMLI.
- c. UNESCO undertakes to submit the conclusions of the renewal evaluation to the Centre and Member State 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 17 and 18.

Article 14 – 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 IMLI are strictly prohibited in the absence of a valid agreement with UNESCO.

Article 15 – Entry into force

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

Article 16 – Duration

This Agreement is concluded for a period of 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 17 – 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 18 – Revision

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

Article 19 – 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 20 – 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 three copies in English on [include date].

Dr. Jinnat Imtiaz Ali,
Director General

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For the
International Mother Language
Institute (IMLI)

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For the United Nations
Educational,
Scientific and Cultural
Organization

Secretary, Secondary and Higher
Education Division, Ministry of
Education

.....
For the Government