

TRIPARTITE MODEL AGREEMENT
BETWEEN THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION
(UNESCO),
A MEMBER STATE OR GROUP OF MEMBER STATES,
AND AN INSTITUTION
REGARDING THE DESIGNATION OF SAID INSTITUTION
AS A CATEGORY 2 INSTITUTE OR CENTRE
UNDER THE AUSPICES OF UNESCO

The Government(s)/State(s) of [...]

and

The United Nations Educational, Scientific and Cultural Organization,

and

The [Name of Institution]

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of [...programme area focus...],

Considering that the Director-General has been authorized by the General Conference to conclude with the Government(s)/State(s) of [...] and the [Name of Institution] 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 between the Government(s)/State(s) of [...], the [Name of Institution] and UNESCO that shall be granted to the said institute/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(s)/State(s)” refers to [...].
- c. “Institute/Centre” refers to [...].
- d. “Parties” refers to [...]

Article 2 – Establishment

- a. The [Name of Institution] shall agree to take, in the course of the year [...], any measures that may be required for the transformation of the existing institution [...] into a category 2 institute/centre under the auspices of UNESCO, as provided for under this Agreement
- b. The Government(s)/State(s) shall assist [Name of Institution] in taking the measures that may be required for the transformation of the existing institution, [...], into a category 2 institute/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 [Name of Institution] and the Government(s)/State(s) regarding the designation of [Name of Institution] as a category 2 Institute/ Centre under the auspices of UNESCO and also the rights and obligations stemming therefrom for the Parties.

Article 4 – Legal status

- a. The institute/centre shall be independent of UNESCO.
- b. The Government(s)/State(s) and the [Name of Institution] shall ensure that the institute/centre enjoys within its territory 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(s)/State(s) and the [Name of Institution] shall ensure that the Constitutive Act of the institute/centre include provisions describing precisely:

- a. the legal status granted to the institute/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 institute/centre allowing UNESCO representation within its Governing Board.

Article 6 – Objectives and Functions

The objectives and functions of the institute/centre shall be to:

- a. [...]
- b. [...]
- c. [...]

Article 7 – Governing Board

- a. The institute/centre shall be guided and overseen by a Governing Board (or comparable body), renewed every [...] years, and include:
 - i. representative(s) of the Government(s)/State(s) concerned or his/her appointed representative(s)
 - ii. representatives of Member State(s) and or Associate Member State(s), which have sent to the institute/centre notification for membership, in accordance with the stipulations of Article 12.b and have expressed interest in being represented on the Board;
 - 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 institute/centre;
 - ii. approve the annual work plan and budget of the institute/centre, including the staffing table;
 - iii. examine the annual and evaluation reports submitted by the Director of the institute/centre, including reports of the institute/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 institute/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 institute/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 institute/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 [x] 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(s)/State(s) and UNESCO.

Article 8 – Contribution by the Government(s)/State(s)

The Government(s)/State(s) shall contribute to the [Name of Institution] the amount of [...]USD or other currency] per [year] for a period of [eight] years, for the administration and proper functioning of the institute/centre.

Article 9 – Contribution by the [Name of Institution]

The [Name of Institution] shall:

- a. assume all costs related to the maintenance of the premises, equipment, facilities, utilities and communications;
- b. provide, in cooperation with the Government(s)/State(s), all necessary financial resources, as well as the staff necessary, for performance of its functions as a category 2 institute/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 Government(s)/State(s)/ institute/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 institute/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 institute/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 institute/centre shall encourage the participation of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the institute/centre, desire to cooperate with the institute/centre.
- b. Member States and Associate Members of UNESCO wishing to participate in the institute/centre's activities and to be represented on the Governing Board as a member, as provided for under this Agreement, shall send to the institute/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 institute/centre is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the institute/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 institute/centre to be funded by the institute/centre or the Member State(s) concerned in order to ascertain whether:
 - i. the institute/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 institute/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 category 2 institute/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(s)/State(s) and [Name of Institution].
- c. UNESCO undertakes to submit the conclusions of the renewal evaluation to the institute/centre and Member State(s) 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 institute/centre may mention its affiliation with UNESCO. It may therefore use after its title the mention "under the auspices of UNESCO".
- b. The institute/centre is authorized to use the UNESCO logo or a version thereof on its letter headed 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 letter headed paper and documents, including electronic documents and websites of [Name of Institution] are 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 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 [x] days following receipt of the notification sent by one of the Parties to the other.

Article 19 – Revision

This Agreement may be revised by written consent between the Government(s)/State(s), [Name of Institution], 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 [...] copies in English/French (and other language), on [...] In case of discrepancies between these versions, the English text shall prevail.

.....
For the
Name of Institution

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

.....
For the Government(s)/State(s)