

DRAFT

**TRIPARTITE AGREEMENT**  
**BETWEEN THE UNITED NATIONS**  
**EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION**  
**(UNESCO),**  
**THE GOVERNMENT OF RWANDA, AND THE**  
**UNIVERSITY OF RWANDA HOUSING THE CENTRE OF**  
**EXCELLENCE IN BIODIVERSITY AND NATURAL**  
**RESOURCE MANAGEMENT**  
**REGARDING THE DESIGNATION OF SAID INSTITUTION**  
**AS A CATEGORY 2 CENTRE UNDER THE**  
**AUSPICES OF UNESCO**

The Government of Rwanda

The United Nations Educational, Scientific and Cultural Organization,  
and

The University of Rwanda housing the Centre of Excellence in Biodiversity and Natural Resource Management (COEB) as a Research Centre

*Having regard* to the Draft Medium-Term Strategy for 2022-2029 (41 C/4) and the Draft Programme and Budget for 2022-2025 (41 C/5) whereby the UNESCO General Conference seeks to favor international and regional cooperation and solidarity in respect of maximizing the contributions of the Natural Sciences in valuing Biodiversity and global environmental common goods in order to sustainably manage resources and ecosystems on a global scale. This entails serving as a laboratory of ideas, generating innovative proposals and policy advice, fostering alliances, intellectual, and technical cooperation, knowledge-sharing, mobilizing resources and partnerships; building institutional and human capacities to advance a more sustainable and inclusive development path taking into account UNESCO's Global priorities, Africa and Gender Equality.

*Considering* that the Director-General has been authorized by the General Conference to conclude with the Government of Rwanda and the University of Rwanda 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 of Rwanda, the University of Rwanda and UNESCO that shall be granted to the said Centre of Excellence in Biodiversity and Natural Resource Management (COEB) 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 Rwanda.
- c. “Centre” refers to the Centre of Excellence in Biodiversity and Natural Resource Management – University of Rwanda.
- d. “Parties” refers to the United Nations Educational, Scientific and Cultural Organization, the Government of Rwanda and the University of Rwanda

## **Article 2 – Establishment**

- a. The University of Rwanda shall agree to take, in the course of the year 2022, any measures that may be required for the transformation of the existing Centre of Excellence in Biodiversity – University of Rwanda into a category 2 centre under the auspices of UNESCO, as provided for under this Agreement
- b. The Government shall assist the University of Rwanda in taking the measures that may be required for the transformation of the existing Centre of Excellence in Biodiversity – University of Rwanda, into 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 University of Rwanda and the Government regarding the designation of the Centre of Excellence in Biodiversity and Natural Resource Management – University of Rwanda 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 University of Rwanda shall ensure that the Centre enjoys within the territory of Rwanda, and within the legal framework of the University of Rwanda the functional autonomy necessary for the execution of its activities and 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 University of Rwanda shall ensure that the Statutes of the Centre include provisions describing precisely:

- a. 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 allowing UNESCO representation within its Steering Committee.

## **Article 6 – Objectives and Functions**

In the framework of the 2030 Agenda for Sustainable Development and its SDG's and the African Union Vision 2063, the mission of the Center is to contribute to world-wide availability of relevant information and knowledge for scientific research and linkage of science to policy for the environment, biodiversity, climate change, and sustainable use of natural resources with particular emphasis on the Albertine Rift (ARR) and Great Lakes region, a biodiversity hotspot.

1. The main objectives of the Centre shall be:

- a. to contribute to achieving the Strategic Objectives of UNESCO and to the implementation of UNESCO intergovernmental Man and the Biosphere programme and other relevant programmes of the Natural Sciences sector
- b. to generate knowledge through research and monitoring of biodiversity and natural resources, with a view to reduce the loss of biodiversity, improve the livelihoods of local communities and enhance social, economic, and cultural conditions at all levels
- c. to enhance education and raising awareness for biodiversity conservation and sustainable natural resource management in the Albertine Rift Region (ARR); and for academic matters the Center shall function in accordance with the academic regulations of the University of Rwanda,
- d. to promote science-policy linkages, and improved knowledge management and information sharing mechanisms
- e. to facilitate global exchange of knowledge in accordance with UNESCO's Open Access Policy and Open Science resolution

2. The Centre will continue to pursue the following specific objectives:

- a. Develop transdisciplinary biodiversity science and its application in policy sustainable natural resource management in the region.
- b. Provide learning and capacity development services for students and professionals
- c. Strengthen regional networks and develop tools and mechanisms for knowledge and information sharing including real-time links with other Centers of Excellence
- d. Increase public awareness on sustainable natural resources management and use, provide technical Support in media communication on this subject.
- e. Contribute to the valorization of biodiversity from genes to ecosystems for sustainable development and human wellbeing in the region through bioprospecting initiatives.

## **Article 7 –Steering Committee**

1. The Centre shall be guided and overseen by the Steering Committee chaired by the Ministry of Education. The Director of the Center shall act as the Secretary of the Steering Committee. This Steering Committee shall be renewed whenever it is necessary but at least every [4] years, and shall include:

- a. A representative of the Ministry of Education (Chair),

- b. A representative of the Ministry of Environment,
- c. A representative of the Ministry of Agriculture
- d. A representative of the Director-General of UNESCO,
- e. A representative of Rwanda National Commission for UNESCO
- f. A representative of UNDP
- g. A representative of UNEP
- h. A representative of University of Rwanda,
- i. The Chair of the Technical Advisory Committee
- j. A representative of the Rwanda Environment Management Authority,
- k. A representative of the Rwanda Development Board,
- l. A representative of Rwanda Private Sector Federation,
- m. A representative of the National Council for Science and Technology (NCST),
- n. A representative of Rwanda Civil Society Platform
- o. Representatives of Member State, which have sent to the centre notification for membership, in accordance with the stipulations of Article 12.b and have expressed interest in being represented on the Steering Committee

2. The Steering Committee 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.

3. The Steering committee 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 the majority of its members.

4. The Steering Committee shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government and UNESCO together with the University of Rwanda.

### **Article 8 – Contribution by the Government**

The Government shall contribute to the Centre of Excellence in Biodiversity and Natural Resource Management – University of Rwanda resources including financial and in-kind for a period of eight years, for the administration and proper functioning of the Centre.

## **Article 9 – Contribution by the Centre of Excellence in Biodiversity – University of Rwanda**

The University of Rwanda 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 the functions of the Centre 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 University of Rwanda shall make an annual contribution to the UNESCO Division of Ecological and Earth Sciences, Man and the biosphere Programme of the Natural Sciences Sector equivalent to at least US \$1,000 by 31 December of every year from the date of 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 institute/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 of the Centre 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 University of Rwanda or the Member State 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 the University of Rwanda.
- c. UNESCO undertakes to submit the conclusions of the renewal evaluation to the Centre and Member State (s) concerned and to make available the renewal evaluation report on the Natural Science Sector' 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 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 the Centre of Excellence in Biodiversity – University of Rwanda] 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.

### **Article 17 – Duration**

This Agreement is concluded for a period of eight years from its date of signature. 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 90 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 University of Rwanda, 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 [triple] copies in English on [...]

.....  
For the  
Name of Institution

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

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

