

## DRAFT

# AGREEMENT BETWEEN THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO) AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA REGARDING INTERNATIONAL RESEARCH AND CENTRE FOR SCIENCE AND TECHNOLOGY STRATEGY (CISTRAT) UNDER THE AUSPICES OF UNESCO (CATEGORY 2)

The Government of the People's Republic of China,

and

The United Nations Educational, Scientific and Cultural Organization,

*Having regard to* 36 C/Resolution 20 of the General Conference of UNESCO by which it approved the establishment of the International Research and Training Centre for Science and Technology Strategy (CISTRAT) under the auspices of UNESCO (category 2) and the Agreement signed by UNESCO and the Government of the People's Republic of China concerning the establishment and operation of CISTRAT, on 14 May 2012,

*Considering* that 37 C/Resolution 93 by which the General Conference approved a new integrated comprehensive strategy for Category 2 Institutes and Centres, and requested the Director-General to apply this strategy to any renewals of existing agreements, and

*Desirous* of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the said Centre in this Agreement,

## HAVE AGREED AS FOLLOWS:

### Article 1 – Definitions

1. In this Agreement, “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
2. “Government” means the Government of the People's Republic of China.
3. “Parties” means the Government of the People's Republic of China and UNESCO.

4. "Centre" means the International Research and Training Centre for Science and Technology Strategy (CISTRAT), which was established in Beijing, China, in 2012 and has been granted the status of a category 2 Centre under the auspices of UNESCO.

5. "MOST" means the Ministry of Science and Technology.

## **Article 2 - Establishment**

The Government shall agree to take, in the course of the year 2018, any measures that may be required for continuing the operation, as provided for under this Agreement, of the International Research and Training Centre for Science and Technology Strategy under the auspices of UNESCO, hereinafter called "the Centre".

## **Article 3 – Purpose of the Agreement**

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and the Government concerned and also the rights and obligations stemming there from for the parties.

## **Article 4 – Legal status**

1. The Centre shall be independent of UNESCO.

2. The Government shall ensure that the Centre enjoys within its territory the functional autonomy necessary for the execution of its activities and the legal capacity:

to contract;

to institute legal proceedings;

to acquire and dispose of movable and immovable property.

## **Article 5 – Constitutive Act**

The constitutive act of the Centre must 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 – Functions/objectives

### 1. The objectives of the Centre shall be:

- (a) designing and conducting international cooperative research programmes on STI strategy. Areas of research include STI policy planning and evaluation, methodology and application of technology foresight and road maps, S&T input and financing policies for innovation, science park and technology business incubators, enhancing innovation and development for small and medium-sized enterprises (SMEs), STI indicators and statistics analysis, poverty alleviation by STI, ensuring national food security by accelerating S&T progress in agriculture, S&T human resources management, response and management system of S&T and natural disasters, addressing climate change, and STI for sustainable development;
- (b) offering professional training programmes on specific areas of STI governance to scientists, managers of research centres/institutions, managers of science parks and policy-makers. This would include fellowships, training courses and workshops incorporating both specialized and project-oriented training. The Centre will also host Ph.D students (maximum 12-month visits), who seek to work with some of the resident experts and visiting scholars;
- (c) providing technical assistance in planning, evaluation and reform of STI policy and strategy;
- (d) developing effective policy tools to promote STI development and sharing with developing countries, encouraging mutual visits of S&T strategy researchers and management staff in developing countries to facilitate the development of S&T human resources. Special emphasis will be given to the promotion of South-South cooperation in STI;
- (e) building collaborative relationships (networking) with other study centres around the world in order to promote the exchange and dissemination of information; and (f) fostering cooperation among governments, academia and industry in order to facilitate 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.

2. The functions of the Centre shall be to:
  - (a) conduct research on STI policy;
  - (b) organize training courses, seminars, workshops and meetings;
  - (c) build and run networks for information and knowledge exchange; and
  - (d) produce publications and disseminate information.
  
3. The Centre shall pursue the above objectives and perform the above-mentioned functions in close coordination with UNESCO through Division of Science Policy and Capacity Building.

### **Article 7 – Governing Board**

1. The Centre shall be guided and supervised by a Governing Board, to be renewed every three years and composed of:
  - (a) a representative of the Chinese Government or his/her appointed representative who will act as Chairperson;
  - (b) a representative of the Chinese Academy of Science and Technology for Development;
  - (c) a representative of the Chinese National Commission for UNESCO;
  - (d) up to three representatives of Chinese universities and research institutes engaging in science and technology strategy research;
  - (e) up to five representatives of other Member States of UNESCO that have sent to the Centre notification of membership, in accordance with stipulation of Article 3, paragraph 2 above and expressed interest in being represented in the Board;
  - (f) a representative of the Director-General of UNESCO;
  - (g) Representatives of Member States that have been admitted as observers in the Governing Board.
  
2. The Governing Board shall:
  - (a) approve the long-term and medium-term programmes of the Centre;
  - (b) approve the annual work plan of the Centre, including the staffing table;
  - (c) examine the annual reports submitted by the director of the Centre, including a biennial self-assessment of the Centre's contribution to UNESCO's programme objectives;

- (d) 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;
- (e) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre;
- (f) 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.

3. 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 or her own initiative or at the request of the Director-General of UNESCO or of one-third of its members.

4. The Governing Board will follow its own rules of procedure as decided at its first meeting.

#### **Article 8 – UNESCO’s Contribution**

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of the Centre, in accordance with the strategic goals and objectives of UNESCO by:

- (a) providing the assistance of its experts in the specialized fields of the Centre;
- (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations;
- (c) 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/project within a strategic programme priority area.

2. 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 9 – Contribution by the Government**

1. The Government shall provide all the resources, financial or in kind, needed for the administration and proper functioning of the Centre.

2. The Government undertakes to:

- (a) make available to the Centre its' premises
- (b) entirely assume the maintenance of the premises and its running costs
- (c) contribute to the Centre the required budget per annum
- (d) 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 10 – Participation**

1. 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.

2. Member States and Associate Members of UNESCO wishing to participate in the Centre's activities, 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 Member States of the receipt of such notifications.

### **Article 11 – 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 shall bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

### **Article 12 – Evaluation**

1. UNESCO may carry out, at any time, an evaluation of the activities of the Centre in order to ascertain:

- (a) the Centre makes a significant contribution to UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of the C/5 document (Programme and Budget), including the two global priorities of UNESCO, and related sectoral or programme priorities and themes;

(b) the activities effectively pursued by the Centre are in conformity with those set out in the present Agreement.

2. UNESCO shall conduct, for the purpose of the review of this Agreement, an evaluation of the contribution of the Centre to UNESCO's strategic programme objectives, to be funded by the Government or the Centre.

3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.

4. Following the results of an evaluation, each of the Parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 16 and 17.

### **Article 13 – Use of UNESCO name and logo**

1. The Centre may mention its affiliation with UNESCO. It may therefore use after its title the mention “under the auspices of UNESCO”.

2. The Centre is authorized to use the UNESCO logo or a version thereof on its letterhead headed paper and documents including electronic documents and web pages in accordance with the conditions established by the governing bodies of UNESCO.

### **Article 14 – Entry into force**

This Agreement shall enter into force, following its signature by the Parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the People's Republic of China and by UNESCO's internal regulations have been completed. The date of receipt of the last notification shall be deemed to be the date of entry into force of the present Agreement.

### **Article 15 – Duration**

This Agreement is concluded for a period of six years as from its entry into force. The Agreement shall be renewed upon common agreement between Parties once the Executive

Board made its comments based on the results of the renewal assessment provided by the Director-General.

**Article 16 – Denunciation**

- 1. Each of the Parties shall be entitled to denounce this Agreement unilaterally.
- 2. The denunciation shall take effect within 60 days following receipt of the notification sent by one of the contracting parties to the other.

**Article 17 – Revision**

This Agreement may be revised by written consent between the Government and UNESCO.

**Article 18 – Settlement of disputes**

1. Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement, if not settled by negotiation or any other appropriate method agreed to by the Parties, shall be submitted for final decision to an arbitration tribunal composed of three members, one of whom shall be appointed by the Ministry of Science and technology, P.R. China, another by the Director-General of UNESCO, and a third, who shall preside over the tribunal, shall be chosen by the first two. If the two arbitrators cannot agree on the choice of a third, the appointment shall be made by the President of the International Court of Justice.

2. The tribunal’s decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in two copies in English and two copies in Chinese, each version being equally authentic. In case of divergence in interpretation, the English text shall prevail.

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 Director-General  
 For the United Nations Educational,  
 Scientific and Cultural Organization

.....  
 Minister of Science and Technology  
 For the Government of the People’s  
 Republic of China