

AGREEMENT

BETWEEN

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

AND

THE GOVERNMENT OF MALAYSIA

REGARDING

**THE RENEWAL OF THE INTERNATIONAL CENTRE FOR SOUTH-SOUTH
COOPERATION IN SCIENCE, TECHNOLOGY AND INNOVATION (ISTIC), IN
KUALA LUMPUR, MALAYSIA, AS A CATEGORY 2 CENTRE UNDER THE
AUSPICES OF UNESCO**

The United Nations Educational, Scientific and Cultural Organization

and

The Government of Malaysia as represented by the Ministry of Science, Technology and Innovation

Having regard to 34 C/Resolution 29 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 21 January 2008. In 2015, UNESCO and the Government of Malaysia signed the second agreement for the renewal of the granting of the status of category 2 centre under the auspices of UNESCO to ISTIC until 2021.

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

In this Agreement:

- 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 the UNESCO and Government.

Article 2 – Operation

The Government, subject to the laws, rules, regulations and national policies from time to time in force, agrees 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 and the Government 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, and shall operate and act under Malaysian law as an independent organization.
- b. The Government and the Academy of Sciences Malaysia 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, through the Academy of Sciences Malaysia, to:
 - i. contract;
 - ii. institute legal proceedings; and
 - iii. acquire and dispose of movable and immovable property.

Article 5 – Constitutive Act

The Constitutive Act of the Centre shall include provisions describing precisely:

- a. the legal status granted to the Centre, within the national legal system, the legal capacity necessary, through the Academy of Sciences Malaysia, to exercise the Centre's 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 and 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 Sustainable Development Goals (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 which 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. conduct research and make available knowledge, including through open science, on potential new technologies such as information technology (IT), biotechnology (BT), Nanotechnology (NT), artificial intelligence (AI) technology, 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; and
- f. facilitate the exchange and dissemination of information.

Article 7 – Governing Board

- a. The Centre shall be guided and overseen by a Governing Board, 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 10.b below and have 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 Malaysia; and
 - 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 initiative or at the request of the Director-General of UNESCO or of the majority of its members.
- d. The Governing Board shall adopt its own rules of procedure.

Article 8 – Contribution by the Government

The Government shall, subject to its laws, rules and regulations and national policies from time to time in force, provide the financial resources for the administration and proper functioning of the Centre.

Article 9 – Contribution by UNESCO

- a. UNESCO shall 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 shall 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 shall provide Member States with accounts relating to the use of its staff and associated costs.

Article 10 – 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 of the Centre shall inform the Parties to the Agreement and other participating 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 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 12 – Evaluation

- a. UNESCO shall, at any time, carry out an evaluation of the activities of the Centre 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; and

- 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.
- c. UNESCO undertakes to submit the conclusions of the renewal evaluation to the Centre and the Government 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 terminating the Agreement, as envisaged in Articles 16 and 17.

Article 13 – Use of UNESCO's name and logo

- a. The Centre shall mention its affiliation with UNESCO. It shall 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 14 – Entry into force

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

Article 15 – Duration

This Agreement shall remain in force for a period of 6 (six) years as from its entry into force. The Agreement shall be renewed or discontinued on the basis of a decision by the Executive Board following a recommendation by the Director-General.

Article 16 – Termination

- a. Either Party shall be entitled to terminate this Agreement unilaterally.
- b. The termination shall take effect within 30 days following receipt of the notification sent by one of the Parties to the other.
- c. In case of termination of either this Agreement or the Memorandum of Understanding between UNESCO and host institution, the termination for both Agreement and Memorandum of Understanding shall take effect on the date.

Article 17 – Revision

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

Article 18 – Settlement of Disputes

- a. Any difference or dispute between Parties concerning the interpretation and/or implementation and/or application of any provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiation between Parties.
- b. If it is not settled by negotiation or any other appropriate method agreed upon by the Parties pursuant to paragraph 1, the dispute shall be submitted for final decision to an arbitration tribunal composed of three members, one of whom shall be appointed by the Government, another by the UNESCO Director-General, and the 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 arbitrator, the appointment shall be made by the President of the International Court of Justice.
- c. The tribunal’s decision shall be the final.

Article 19 – 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 [place], in duplicate, in the English language, on [date]

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

.....
For the Government
of Malaysia