

**DRAFT**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**THE ACADEMY OF SCIENCES 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 (UNESCO)

and

the Academy of Sciences Malaysia (ASM),

together hereinafter referred to as the “Signatories”.

*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 come to the following understanding:

#### **Paragraph 1 – Definitions**

In this Memorandum of Understanding:

- a. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
- b. “ASM” refers to the Academy of Sciences Malaysia.
- c. “Centre” refers to the International Centre for South-South Cooperation in Science, Technology and Innovation.
- d. “Signatories” refers to UNESCO and the ASM.

#### **Paragraph 2 – Operation**

The ASM will take, in the course of the year 2022, any measures that may be required for the continued operation of the Centre as a Category 2 centre as provided for under this Memorandum of Understanding.

#### **Paragraph 3 – Purpose of the Memorandum of Understanding**

The purpose of this Memorandum of Understanding is to define the terms and conditions governing collaboration between UNESCO and ASM and also the benefits and duties stemming therefrom for the Signatories.

#### **Paragraph 4 – Legal status**

- a. The Centre will be independent of UNESCO, and will operate and act under Malaysian law as an independent organization.

- b. The Centre will enjoy, through the Academy of Sciences Malaysia and within the territory of Malaysia, the autonomy necessary for the execution of its activities and has the legal capacity to:
  - i. contract;
  - ii. institute legal proceedings; and
  - iii. acquire and dispose of movable and immovable property.

### **Paragraph 5 – Constitutive Act**

The Constitutive Act of the Centre will 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 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.

### **Paragraph 6 – Objectives and Functions**

The objectives 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 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. This 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. 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;
- f. facilitate the exchange and dissemination of information.

### **Paragraph 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 11.b below and 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 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 initiative or at the request of the Director-General of UNESCO or of the majority of its members.
- d. The Governing Board follows its own rules of procedure as decided at its first meeting.

### **Paragraph 8 – Contribution by ASM**

The ASM will:

- 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.

### **Paragraph 9 – 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, ASM will 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 coming into effect of this Memorandum of Understanding.

### **Paragraph 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.

### **Paragraph 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.

### **Paragraph 12 – Responsibility**

As the Centre is legally separate from UNESCO, the latter will not be legally responsible for the acts or omissions of the Centre, and will 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 Memorandum of Understanding.

### **Paragraph 13 – Evaluation**

- a. UNESCO may, 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 of its renewal, 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 Memorandum of Understanding.
- b. UNESCO will, for the purpose of the renewal of this Memorandum of Understanding, conduct an evaluation of the contribution of the Centre to UNESCO's prevailing Approved Programme and Budget (C/5) at the time of its renewal, including global strategies and action plans, as well as sectoral programme priorities. This evaluation, managed by UNESCO, will be financed entirely by the ASM.
- c. UNESCO will submit the conclusions of the renewal evaluation to the Centre and to the Government of Malaysia and make available the renewal evaluation report on the relevant Programme Sector's website.
- d. Following the conclusions of an evaluation, each of the Signatories will have the option of requesting a revision of the contents of the Memorandum of Understanding or of denouncing the Memorandum of Understanding, as envisaged in paragraphs 17 and 18 of this Memorandum of Understanding.

### **Paragraph 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 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 web pages of the Centre are strictly prohibited in the absence of a valid agreement with UNESCO.

### **Paragraph 15 – Effective date**

This Memorandum of Understanding, after its signature by the Signatories, on the date of the entry into force of the Agreement between UNESCO and the Government of Malaysia regarding the renewal of the International Centre for South-South Cooperation in Science, Technology and Innovation as a Category 2 centre under the auspices of UNESCO .

### **Paragraph 16 – Duration**

This Memorandum of Understanding is concluded for a period of **six (6) years** as from its effective date. The Memorandum of Understanding will be renewed or terminated on the basis of a decision by the Executive Board following a recommendation of the Director-General.

### **Paragraph 17 – Termination**

- a. Each of the Signatories may denounce this Memorandum of Understanding unilaterally.
- b. The denunciation will take effect on the thirtieth day following the receipt of the notification sent by one of the Signatories to the other.
- c. In case of denunciation of either the Agreement between UNESCO and the Government of Malaysia regarding the Centre or this Memorandum of Understanding, both this Memorandum of Understanding and the Agreement will terminate on the same date.

### **Paragraph 18 – Revision**

This Memorandum of Understanding may be revised by written consent between the ASM and UNESCO, further to, and taking into consideration of a renewal evaluation.

### **Paragraph 19 – Settlement of disputes**

Any dispute arising from this Memorandum of Understanding will be settled by mutual understanding of the Signatories. In the absence of an amicable settlement, the dispute will be referred to arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

### **Paragraph 20 – Privileges and immunities**

Nothing in or relating to this Memorandum of Understanding will be deemed a waiver of any of the privileges and immunities of UNESCO.

IN WITNESS WHEREOF, the Signatories have signed this Memorandum of Understanding,

SIGNED at [place], in 2 copies, in the English language, on [date]

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

.....  
For the Academy of  
Sciences Malaysia