



United Nations
Educational, Scientific and
Cultural Organization

Organisation
des Nations Unies
pour l'éducation,
la science et la culture

Organización
de las Naciones Unidas
para la Educación,
la Ciencia y la Cultura

Организация
Объединенных Наций по
вопросам образования,
науки и культуры

منظمة الأمم المتحدة
للتربية والعلم والثقافة

联合国教育、
科学及文化组织

THE 2019 STRATEGY FOR CATEGORY 2 INSTITUTES AND CENTRES UNDER THE AUSPICES OF UNESCO

Adopted by UNESCO General Conference
at its 40th session (40 C/Resolution 99)
November 2019

THE 2019 STRATEGY FOR CATEGORY 2 INSTITUTES AND CENTRES UNDER THE AUSPICES OF UNESCO

Category 2 institutes and centres under the auspices of UNESCO are a global network of institutions of excellence in the Organization's domains of competence. Given their expertise, these institutes and centres contribute in a meaningful way to the implementation of UNESCO's priorities, programmes, and global development agendas during a defined period, through international and regional cooperation, research, knowledge production, policy advice, and capacity enhancement. Though independent of UNESCO, category 2 institutes and centres are a privileged partner of the Organization with access to UNESCO's logo, international and intergovernmental bodies and networks, and may leverage UNESCO's international reach and convening powers. Category 2 institutes and centres under the auspices of UNESCO are an integral part of the Organization's Comprehensive Partnership Strategy.

A. Definition and objectives

- A.1 Category 2 institutes and centres under the auspices of UNESCO (hereafter referred to as "category 2 institutes and centres") are institutions proposed by Member States to contribute to the achievement of UNESCO's Approved Programme and Budget (C/5), including global strategies and action plans as well as sectoral programmes and priorities through the implementation of international and regional cooperation, research, knowledge production, policy advice, and capacity enhancement.
- A.2 Though not legally part of the Organization, these institutes and centres are associated with UNESCO through formal arrangements approved by the General Conference and/or the Executive Board. Category 2 institutes and centres enjoy legal autonomy. Hence, UNESCO is not legally responsible for them and it shall bear neither responsibility nor liabilities of any kind, be it managerial, financial or otherwise.

B. General principles

B.1 Eligible institutions for designation as category 2 institutes and centres

- B.1.1 Scope: The activities of category 2 institutes and centres must be international or regional, in scope and shall contribute to the global development agendas. These institutes and centres must be sponsored and supported by Member States. Entities with a national scope only do not qualify for designation as category 2 institutes and centres.
- B.1.2 Track record: Only existing institutions with their own legal personality and with a proven track record of excellence of at least two years in UNESCO's fields of competence are eligible for designation as category 2 institutes and centres.

B.2 Contribution to UNESCO's Approved Programme and Budget (C/5), including global strategies and action plans

- B.2.1 Category 2 institutes and centres shall contribute to the achievement of UNESCO's prevailing Approved Programme and Budget (C/5) at the time in which it was designated, including global strategies and action plans
- B.2.2 UNESCO may engage category 2 institutes and centres in joint collaboration and the implementation of concrete programme activities envisaged in UNESCO's prevailing Approved Programme and Budget (C/5) at the time in which it was designated in accordance with UNESCO's rules and regulations.
- B.2.3 The Director-General shall designate, from within existing staff resources, a global coordination focal point for issues pertaining to category 2 institutes and centres to be responsible, inter alia and in collaboration with sectoral focal points, for: (a) organizing the meetings of the Intersectoral Review Committee in charge of screening all proposals; (b) monitoring the implementation and regular update of the Programme Sector strategies for engagement with category 2 institutes and centres and providing backstopping to sectors as needed; (c) maintaining a central database for all category 2 institutes and centres; and (d) maintaining regular communication with Member States on relevant issues.

B.3 Contribution to UNESCO's Programme Sector strategies for engagement with category 2 institutes and centres

- B.3.1 Category 2 institutes and centres shall contribute to the achievement of specific UNESCO Programme Sector strategies for engagement with category 2 institutes and centres.
- B.3.2 The Programme Sector strategies shall identify sectoral programme priorities and potential partnership opportunities with UNESCO field offices, category 1 institutes and centre, National Commissions for UNESCO and UNESCO's manifold programme networks, including international intergovernmental bodies, UNESCO Clubs and Centres, the UNESCO Associated Schools Network (ASPnet), UNESCO Chairs and University Networks, as well as with other existing category 2 institutes and centres.
- B.3.3 To facilitate the implementation and regular update of specific Programme Sector strategies, each UNESCO Programme Sector shall designate a focal point.

C. Governance and managerial aspects

C.1 Governance

- C.1.1 For an existing institution with its own legal personality to be designated as category 2 institute or centre under the auspices of UNESCO, it must have the legal capacity, sufficient funding and the necessary human resources for the exercise of its functions under the laws of the country in which it is located.
- C.1.2 Each category 2 institutes and centres shall be guided and overseen by a Governing Board or a similar supervisory and decision-making mechanism, which shall meet annually. Such a body must be established within a year from the date of the entry into force of the agreement regarding the category 2 institute or centre. In case it is not established within this time frame, the Director- General shall report to the

Executive Board with a view to the possible termination of the agreement. The Governing Board shall approve the annual programme of activities and the budget of the category 2 institute or centre. The agenda of the Governing Board's annual meeting as well as the draft annual programme of activities and the draft budget shall be made available to all its members at least one month prior to the meeting.

- C.1.3 The Governing Board of each category 2 institute or centre shall include: (a) representative(s) of the Member State(s) with which UNESCO has established an agreement for the designation as category 2 institute or centre; (b) representative(s) of Member State(s) or Associate Member State(s) which have expressed their desire to participate in the institute or centre's activities and have sent notification for membership; and (c) a representative of UNESCO's Director-General.
- C.2 Representation and reciprocal attendance at policy-relevant meetings: Directors, and/or staff of category 2 institutes and centres may be invited when appropriate to participate as observers and at their own cost in relevant sectoral meetings, conferences and regional consultations when relevant. Likewise, category 2 institutes and centres may invite UNESCO to attend their conferences and events.
- C.3 Employment of UNESCO staff: category 2 institutes and centres shall neither be headed by nor employ UNESCO staff members. However, the Director-General may, on an exceptional basis, agree to a temporary detachment of UNESCO staff if justified by the exigencies of a temporary joint activity or project within a priority area approved by UNESCO's governing bodies.
- C.4 Staff training and exchange: Opportunities for staff training and exchange shall be identified by UNESCO's Programme Sectors in consultation with the Directors of category 2 institutes and centres. This may include the mutual exchange of staff for limited periods of time to undertake research and to participate in the implementation of pilot projects or other high-priority or high-profile activities. All staff exchanges shall be in compliance with UNESCO's staff rules and regulations.

D. Financial obligations

- D.1 UNESCO shall have no financial obligations or accountability for the operations, management and accounting of any category 2 institute or centre and shall not provide financial support such as for administrative or institutional purposes.
- D.2 The institution or the Member State(s) concerned shall meet the costs of the feasibility study related to the designation of a proposed category 2 institute or centre, the costs of the renewal evaluations, as well as the costs of UNESCO's participation in the meetings of the Governing Board and any other meetings of a category 2 institute or centre where UNESCO's participation is deemed appropriate.
- D.3 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, and so to ensure that there are no additional costs to the Organization, each category 2 institute and centre and/or Member State(s) concerned 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 the agreement(s). This amount shall be reviewed by the Executive Board every two years. Category 2 institutes and centres located in least developed countries (LDCs) are exempt from paying this contribution.

E. Designation, renewal evaluation and termination

E.1 Designation

E.1.1 The designation procedure for category 2 institutes or centres shall comprise seven stages:

(i) Submission of a proposal to UNESCO

- (a) A proposal emanating from a Member State or group of Member States for the designation of an existing institution with its own legal personality as a category 2 institute or centre under the auspices of UNESCO, which has a clear focus on the sectoral programme priorities, shall be submitted to the Director-General, using the form in Attachment 1 to this Strategy. Where a proposal is submitted by a single Member State, that proposal must be accompanied by a minimum of two (2) letters of support from two other Member States, or international intergovernmental bodies, or other category 2 institutes and centres.
- (b) All proposals for the designation of category 2 institutes or centres must be submitted in English or French by 31 March of the first year of the C/5 biennium.

(ii) Preliminary assessment by the Intersectoral Review Committee

Upon the reception by the Director-General of a proposal from a Member State or group of Member States for the designation of an existing institution as a category 2 institute or centre, a preliminary assessment of the proposal shall be undertaken by the Intersectoral Review Committee in May of the first year of the C/5 biennium to ensure that the proposal is complete, fits with the principles of eligibility outlined in B.1 of this Strategy, and falls within the fields of action of the Organization, in particular the programme priorities set by Programme Sector(s).

(iii) Feasibility study

- (a) If a proposal is deemed complete, fits with the principles of eligibility outlined in B.1 of this Strategy, and falls within the fields of action of the Organization, in particular the programme priorities set by Programme Sector(s), a feasibility study shall be undertaken by a team of gender-balanced independent experts, in line with the provisions of this Strategy, as well as relevant sectoral strategies. UNESCO shall be responsible for the management of the feasibility study and contracting the independent experts in accordance with its rules and regulations. The Member State(s) or the Institution concerned shall cover all costs related to the feasibility study.
- (b) The feasibility study, which shall be drafted in English or French in consultation with UNESCO, shall focus on the extent to which:
 - (1) the institution's programmes and activities are relevant and aligned with UNESCO's Approved Programme and Budget (C/5), including global strategies and action plans, as well as sectoral programme priorities;

- (2) the activities of the institution contribute to the global development agendas;
- (3) the actions of the institution are international or regional in scope;
- (4) the institution enjoys the autonomy for the execution of its activities and legal capacity to contract, institute legal proceedings and to acquire and dispose movable and immovable property;
- (5) the institution has a proven track record of excellence of at least two years in UNESCO's fields of competence;
- (6) the institution's organizational structure, the composition of its Governing Board or comparable body and its existing human resources allow for an effective and efficient management of the institution;
- (7) the institution engages relevant regional and international partners in its actions;
- (8) the institution is financially sustainable; and
- (9) the institution's activities complement UNESCO's programmes and activities and do not overlap with those of other category 2 institutes or centres or with other similar institutions created and operated by other United Nations system organizations.

The conclusions of the feasibility study shall be shared with the institution and Member State(s) concerned and the feasibility study shall be made available on the relevant Programme Sector(s)' website.

- (c) The draft agreement, which shall conform to the provisions of the model agreement, and take into consideration the recommendations of the feasibility study, shall be prepared by UNESCO in consultation with the Member State(s) concerned and the institution in the working languages of UNESCO Secretariat (English and or French). Should there be additional language versions of the agreement, in the case of discrepancies, the English or French version of the agreement would prevail.
- (d) The feasibility study and the negotiations with the Member State(s) and the institution on the draft agreement shall be completed by 15 March of the second year of the C/5 biennium.

(iv) Assessment by the Intersectoral Review Committee

The Intersectoral Review Committee shall screen all proposals, along with their respective feasibility studies and draft agreements, by end of the month of April of the second year of the biennium.

(v) Examination by the Executive Board

At its session immediately preceding the regular session of the General Conference, the Executive Board shall examine all proposals for designation of new category 2 institutes and centres endorsed by the Intersectoral Review Committee, along with the Director-General's recommendations and the draft agreements, and shall make appropriate recommendations to the General Conference.

(vi) Approval by the General Conference

Recommendations by the Executive Board shall be considered by the General Conference, which shall decide, through a resolution, on the designation of an institution as a category 2 institute or centre under the auspices of UNESCO and authorize the Director-General to conclude an agreement between UNESCO, the Member State(s) concerned, and the institution. Once the designation and the agreement are approved by the General Conference, the terms of the draft agreement may no longer be modified.

(vii) Signature of agreement and entry into force

- (a) The agreement for the designation of a category 2 institute or centre under the auspices of UNESCO, to be concluded for a maximum period of eight years, shall enter into force on the date of the signature of the agreement by UNESCO, the Member State(s) concerned and the institution. Alternatively, and at the request of the Member State(s), the date of entry into force shall be the date of receipt by UNESCO of a letter from the Member State(s) informing of the completion of internal procedures required for the entry into force of the agreement. In the event that signing of a tripartite agreement is not feasible for a Member State, UNESCO and the Member State shall enter into a bipartite agreement containing similar provisions to those included in the model tripartite agreement. UNESCO will also enter into an agreement with the proposed institution, which may take the form of a Memorandum of Understanding or an exchange of letters, in order for the institution to accept the rights and obligations that are incumbent upon it pursuant to the granting of the Category 2 status under the auspices of UNESCO.
- (b) If the agreement has not entered into force within the period of two years following the approval by the General Conference, the designation of the institution as a category 2 institute or centre shall be considered null and void. Should the Member State(s) concerned consider pursuing the designation of category 2 status for the proposed institution, the process shall be reactivated by the resubmission of the proposal to UNESCO in compliance with E.1.1.

E.1.2 These guidelines do not apply to the relations between UNESCO and non-governmental organizations or private bodies, which are governed by distinctly separate rules and regulations.

E.1.3 In certain cases, the General Conference may authorize the Executive Board to take a decision on its behalf regarding the designation of a category 2 institute or centre.

E.2 Renewal procedure

The renewal procedure for category 2 institutes or centres shall comprise four stages:

(i) Renewal evaluation

- (a) UNESCO will launch the renewal process with communication to the Member State(s) and category 2 institute or centre, reminding them of the impending termination of the agreement and status of institute or centre under the auspices of UNESCO.
- (b) Should the Member State(s) and the category 2 institute or centre wish to renew the designation of institute or centre under the auspices of UNESCO, the Member State(s) shall, cognizant of the timeline required by the Member State's national procedures for entry into force, submit twenty-four to thirty-six months prior to the expiration of the agreement, a request for renewal of the agreement. Further to this submission, an evaluation of the activities of the institute or centre and of its contribution to UNESCO's Approved Programme and Budget (C/5), including global strategies and action plans as well as sectoral programme priorities, shall be conducted by a team of gender-balanced independent experts, in line with the provisions of this Strategy. The conclusions of the renewal evaluation shall serve as the basis for the Intersectoral Review Committee's recommendation to the Director-General as to whether an agreement with a category 2 institute or centre should be renewed or not.
- (c) UNESCO Programme Sectors shall be responsible for the management of the renewal evaluation and contracting the independent experts in accordance with its rules and regulations. In consultation with the global coordination focal point, Programme Sectors shall draft the terms of reference of the renewal evaluation and select the independent experts who shall be responsible for conducting the evaluation and preparing the report. The category 2 institute or centre or the Member State(s) concerned shall cover all costs related to the renewal evaluation.
- (d) The following parameters shall be considered by the independent experts contracted to undertake the renewal evaluation. The independent experts shall have had no prior affiliation with the institute or centre, and shall draft the renewal evaluation in English or French:
 - (1) the extent to which the institute or centre's objectives as set out in the agreement signed with UNESCO were achieved;
 - (2) the relevance of the contribution of the institute or centre's programmes and activities to the achievement of 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, as defined in the agreement;
 - (3) the relevance of the contribution of the activities of the institute or centre to global development agendas;

- (4) the quality of coordination and interaction with UNESCO, both at Headquarters and in the field, as well as with National Commissions, other thematically- related category 1 and 2 institutes or centres with regard to planning and implementation of programmes;
- (5) the partnerships developed and maintained with government agencies, public or private partners and donors;
- (6) the nature and efficiency of the institute or centre's governance, including organizational arrangements, management, human resources and accountability mechanisms;
- (7) the financial resources available for ensuring sustainable institutional capacity and viability, and,
- (8) the extent to which the institute or centre enjoys within its territory the autonomy necessary for the execution of its activities and legal capacity to contract, institute legal proceedings, and to acquire and dispose of movable and immovable property.

The conclusions of the renewal evaluation shall be shared with the category 2 institute or centre and Member State(s) concerned and the report made available on the relevant Programme Sectors website.

- (e) The renewal agreement, which shall conform to the provisions of the model and take into consideration the recommendations of the evaluation report, shall be prepared by UNESCO in consultation with the Member State(s) concerned and the category 2 centre or institute.
- (f) The renewal evaluation, including the negotiations with the Member State(s) and the category 2 institute or centre on the draft agreement, must be completed two months prior to the examination by the Intersectoral Review Committee of the renewal evaluation report and the draft agreement.

(ii) Assessment by the Intersectoral Review Committee

The Intersectoral Review Committee shall examine all renewal evaluation reports and their corresponding draft agreements during the months of: April – for submission of recommendations to the autumn session of the Executive Board –, and October for submission to the spring session of the Executive Board.

(iii) Examination and approval by the Executive Board

- (a) The Director-General shall provide recommendations as to whether the designation as category 2 institute or centre under the auspices of UNESCO should be renewed or not based on the outcomes of the assessment by the Intersectoral Review Committee, in his or her report to the Executive Board.
- (b) The Executive Board shall examine all renewal requests submitted to it by the Director-General and decide on the renewal or non-renewal of the designation of the institution as a category 2 institute or centre under the auspices of UNESCO and authorize the Director-General to conclude an

agreement between UNESCO, the Member State(s) concerned and the category 2 institute or centre. Once the renewal of the designation and the agreement are approved by the Executive Board, the terms of the draft agreement may no longer be modified.

(iv) Signature of agreement and entry into force

- (a) The agreement for the renewal of the designation of a category 2 institute or centre under the auspices of UNESCO, to be concluded for a maximum period of eight years, shall enter into force on the date of the signature of the agreement by UNESCO, the Member State(s) concerned and the category 2 institute or centre. Alternatively, and at the request of the Member State(s), the date of entry into force may be the date of receipt by UNESCO of a letter from the Member State(s) informing of the completion of national procedures required for the entry into force of the agreement. In the event that signing of a tripartite agreement is not feasible for a Member State, UNESCO and the Member State shall enter into a bipartite agreement containing similar provisions to those included in the model tripartite agreement. UNESCO will also enter into an agreement with the proposed institution, which could take the form of a Memorandum of Understanding or an exchange of letters, in order for the institution to accept the rights and obligations that are incumbent upon it pursuant to the granting of the Category 2 status under the auspices of UNESCO.
- (b) If the agreement has not entered into force within the period of two years following the decision of the Executive Board, the designation of category 2 institute or centre under the auspices of UNESCO shall be considered null and void. Should the Member State(s) concerned wish to pursue the designation of category 2 status for the institution, the process shall be reactivated by the submission of a proposal to UNESCO in compliance with E.1.1.
- (c) Institutes and Centres may only use the designation of category 2 institutes and centres under the auspices of UNESCO in the presence of a valid agreement with UNESCO and the Member State(s) concerned. In the absence of a valid agreement, the institute or centre may not use UNESCO's name and/or logo, and the Member State(s) concerned will be held accountable for protecting the integrity of UNESCO's name and logo from abuse within its territory.

E.3 Termination

- (a) Draft agreements between UNESCO, Member State(s) and institutions for the designation and the renewal of category 2 institutes or centres under the auspices of UNESCO must specify that any of the contracting Parties shall be entitled to denounce the agreement concluded and hence terminate the designation as a category 2 institute or centre.
- (b) The termination or non-renewal of an agreement by UNESCO shall be authorized by a decision of the Executive Board on the basis of a recommendation provided by the Director-General. In the event of denunciation by the Member States and/or the institute or centre, or in case the institute or centre ceases to exist, the Director-General shall inform the Executive Board. In case of a breach of an agreement, the Director-General shall submit relevant recommendations to the

Executive Board at any of its sessions with a view to possible termination of the relevant agreement. Reputational risks for the Organization shall also be considered as grounds for termination of an agreement.

F. Visibility

Use of UNESCO's name and logo: category 2 institutes and centres shall be allowed to use UNESCO's name and/or logo in accordance with the conditions and procedures established by UNESCO. Upon termination of the agreement for the designation of category 2 status, an institute or centre shall no longer be allowed to use UNESCO's name and/or logo.

G. Monitoring and reporting

- G.1 Directors of all category 2 institutes and centres shall submit to UNESCO an annual report on the contribution of the institute or centre to UNESCO's prevailing Approved Programme and Budget (C/5) at the time in which it was designated and to global development agendas. The report shall also provide information, as relevant, on:
- (i) The contribution of the institute or centre to sectoral programme priorities;
 - (ii) Funding sources;
 - (iii) Partnerships and collaboration with UNESCO field offices, category 1 Institutes and centre, National Commissions for UNESCO, as well as other category 2 institutes and centres;
 - (iv) The annual report, which shall be prepared using the standard reporting form and drafted in English or French, shall be submitted to UNESCO by 31 December.
- G.2 With the aim of promoting a process of mutual consultation, category 2 institutes and centres shall share their annual work plans and other relevant material with UNESCO Programme Sectors. Likewise, UNESCO Programme Sectors shall share their work plans and other relevant material with category 2 institutes and centres.
- G.3 The Director-General shall include information, where relevant, on the contribution of the actions undertaken by category 2 institutes and centres in his or her report on the execution of the programme adopted by the General Conference and in relevant UNESCO online programme planning and reporting tools. Such information shall highlight the value added by these entities and their contribution to the achievement of UNESCO's Approved Programme and Budget (C/5), including global strategies and action plans as well as sectoral programme priorities, whether realized through individual action, joint action with other category 2 institutes and centres, with other partners, or through joint implementation with UNESCO.

H. Implementation of the Strategy

- H.1 This 2019 Strategy, along with its associated model agreements (attachments 2 and 3) supersedes the 2013 Integrated Comprehensive Strategy for Category 2 Institutes and Centres and its associated model agreements.

- H.2 In order to enhance the alignment of existing and operational category 2 institutes and centres to the 2019 strategy and vision, the following principles will apply:
- i. C2Cs whose renewal processes have started prior to the decision of the 40th session of the General Conference on the 2019 Strategy will have their agreements renewed according to the 2013 Strategy.
 - ii. C2Cs whose renewal process is due to be launched after the 40th session of the General Conference will have their agreements renewed in accordance with the 2019 Strategy, as adopted by the General Conference.
- H.3 With the purpose of enhancing the visibility of the work of category 2 institutes and centres, and in order to improve information sharing on their contribution to UNESCO's objectives and expected results, all category 2 institutes and centres will be requested to report annually on their activities, using the new annual reporting form presented in Attachment 4 of the Strategy, beginning from 1 January 2020.

Attachment 1

**FORM FOR THE SUBMISSION OF A PROPOSAL
FOR THE DESIGNATION OF A CATEGORY 2
INSTITUTE OR CENTRE
UNDER THE AUSPICES OF UNESCO**

All proposals, including relevant supporting documents, shall be submitted by 31 March of the first year of the C/5 biennium.

1. Name of the institution seeking category 2 status:

Name of the head of the institution:

Address:

Country:

Telephone:

Email:

Website

2. Please indicate the year of establishment of the institution and its current legal status
[include copies of bylaws, constitution, etc.]

3. Please indicate the proposed functions and objectives of the category 2 institution

4. Please indicate the geographical coverage of the institution's future activities and actions if designated as a category 2 institute or centre, and the responsibilities of participating Member States

5. Please describe the extent to which the institution's proposed activities are aligned with UNESCO's Approved Programme and Budget (C/5), including global strategies and sectoral programme priorities, and their contribution to the global development agendas *

6. Please indicate the type and nature of cooperation sought with UNESCO, including but not limited to the implementation of international and regional cooperation, research, knowledge production, policy advice, and capacity enhancement

7. Please provide information about the governance of the institution, including its organizational structure, the current composition of the Governing Board and the list of staff members

* 39 C/5 Approved: <https://unesdoc.unesco.org/ark:/48223/pf0000261648>
40 C/5 Draft: <https://unesdoc.unesco.org/ark:/48223/pf0000367155>

8. Please provide information about the institution's current financial situation, including sources of funds, and future funding

9. Please provide a list of key partners of the institution, as well as details on their partnership roles

10. Please provide a list of key achievements of your institution within the past two years, including publications and events.

Place and date

Name and title

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)

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 RENEWAL OF SAID INSTITUTION

**AS A CATEGORY 2 INSTITUTE OR CENTRE
UNDER THE AUSPICES OF UNESCO**

Kdylj#hjdug#

Uhfdøj#

Ghvlrxv#

E.2 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 – Operation

Article 3 – Purpose of the Agreement

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

- 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

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;

- 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)

Article 9 – Contribution by the [Name of Institution]

- 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

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

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.
 - (i) **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 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 [Name of Institution] are strictly prohibited in the absence of a valid agreement with UNESCO.

Article 16 – Entry into force

Article 17 – Duration

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

Article 20 – Settlement of disputes

Article 21 – Privileges and immunities

.....
For the
Name of Institution

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

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

Attachment 4

**Standard form template for the Annual Report of Category 2 Institute/Centre
under the auspices of UNESCO ¹**

Name of the Institute/Centre		
Telephone		
E-mail		
Name of the Director of the category 2 Institute or Centre		
Website		
Address and country		
Geographical scope *		<input type="checkbox"/> global <input type="checkbox"/> regional
Countries covered (for regional centres)		
Year of establishment		
Year of evaluation for renewal		
Signature date of most recent Agreement		
Reporting period		
Describe major achievements realized during the reporting period		
Thematic areas & scope of activities	Contribute to Thematic Areas or UNESCO C/5 relevant expected result ♦	(To select from the list of thematic areas and/or expected results as in the current C/5)
	Scope of Activities ♦	<input type="checkbox"/> institutional capacity development education & training <input type="checkbox"/> research <input type="checkbox"/> public outreach & awareness raising policy advice & formulation <input type="checkbox"/> data-sets/data-bases development software development <input type="checkbox"/> piloting & simulations documentation & publication <input type="checkbox"/> other: (please specify) _____
Contributed to Sustainable Development Goals & other international development agendas		1. 2. 3. 4. Other... please specify
Explain how gender considerations were integrated or featured in your work		
Beneficiaries (disaggregated by sex)	Category	Number (estimate)
	1.	
	2.	
	3.	

¹ This template will be accessible in an electronic version on UNESCO website. It will be revised as relevant, to adjust to any new reporting requirements decided by UNESCO's Governing Bodies.

* Select the most relevant, no more than three.

♦ Check all that apply.

Institutional Partners	Name	Role played
	1.	
	2.	
	3.	
Collaboration with UNESCO field offices, category 1 institutes/centres, National Commissions for UNESCO, UNESCO Chairs, Associated schools, or other category 2 institutes/centres		
Financial Resources received during the reporting period	Source (name of Institution)	Amount received (in USD)
List main challenges faced in implementation and how they were addressed		
Lessons learned		
Future plans and/or development prospects of the Institute/Centre		
Other relevant information		