DRAFT AGREEMENT BETWEEN

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

AND

THE GOVERNMENT OF THE RUSSIAN FEDERATION

REGARDING

THE CREATION OF THE INTERNATIONAL COMPETENCE CENTRE FOR MINING-ENGINEERING EDUCATION IN SAINT PETERSBURG, THE RUSSIAN FEDERATION UNDER THE AUSPICES OF UNESCO (CATEGORY 2)
The Government of the Russian Federation,

and

The United Nations Educational, Scientific and Cultural Organization (together, hereinafter referred to as Parties)

Having regard to UNESCO’s Medium-Term Strategy (37 C/Y) whereby the Organization proclaims its Strategic Programme Objective 4: Strengthening science, technology and innovation systems and policies – nationally, regionally and globally;

Further noting the constituent elements of the mandate set for UNESCO’s Engineering Programme;

Emphasizing UNESCO’s role in catalysing international cooperation for human and institutional capacity development in Member States in its fields of competence;

Recognizing the need and opportunity for cooperation in Science, Technology, Engineering and Mathematics (STEM) education and research, particularly in engineering, with Russian institutions and between these institutions and other countries, particularly at regional level;

Considering that the Director-General has been authorized by the General Conference, as per its resolution (39 C/Resolution …), to conclude with the Government of the Russian Federation 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 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.


3. “The Centre” means the International Competence Centre for Mining-Engineering Education.

**Article 2 – Establishment**

The Government agrees to take, in the course of the year 2018, any measures that may be required for the setting up in Saint Petersburg, the Russian Federation, on the base of federal governmental budgetary educational institution of higher education “Saint-Petersburg Mining University” of the International Competence Centre for
Mining-Engineering Education under the auspices of UNESCO (Category 2), 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 the collaboration between UNESCO and the Government concerned and also the rights and obligations stemming therefrom for the Parties.

**Article 4 – Legal status**

4.1 The Centre shall be independent of UNESCO.

4.2 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;
- institute legal proceedings;
- 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 body.

**Article 6 – Functions/objectives**

1. The objectives of the Centre shall be:

(a) the advancement of higher education systems, technical and vocational education and training in the mineral-resources sector of the economy (as constituent parts of lifelong education), including the entire spectrum of essential knowledge, skills and experience which contribute to mining-engineering specialist integration into the international professional environment;

(b) the development of an integrated system for international professional competence assessment leading to designation of qualifications to mining-engineering specialists (engineers) and executives employed at enterprises of the mineral resources sector.
2. The functions of the Centre shall be to develop training systems and capacity-building activities with a focus on:

(a) contribution for the development of policy in the field of mining-engineering education at the national and international levels;

(b) contribution for the ideas and innovations as well as the global dialogue between states and universities in the field of natural science and engineering education;

(c) work on creation of a unified system of international professional certification of engineering personnel;

(d) creation of favourable conditions for global mobility of students and post-graduate students, teachers and scientists.

Article 7 – Governing Board

1. The Centre shall be guided and overseen by a Governing Board (hereinafter referred to as the Board) renewed every three years and include:

(a) five representatives of the Government;

(b) one representative of the Russian Academy of Sciences;

(c) three representatives of the mining-engineering sector;

(d) the Director-General of the Centre, as an observer;

(e) four representatives of Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of article 10, paragraph 2 and have expressed interest in being represented on the Board;

(f) a representative of the Director-General of UNESCO.

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 reports of the Centre’s contribution to UNESCO’s programme objectives;

(d) adopt the rules and regulations as well as determine the financial, administrative and personnel management procedures for the Centre in accordance with the legislation of the Russian Federation;

(e) decide on the participation of 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/her own initiative or at the request of the Director-General of UNESCO or of two thirds of the Governing Board members.

4. The Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government and UNESCO.

**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; and/or

   (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 the resources, either financial or in kind, needed for the administration and proper functioning of the Centre.

2. The Government undertakes to:

   (a) to provide the Center rent-free premises for the period of its activity an office building, out of the facilities in the operational management of the Saint Petersburg Mining University, and fully bear the costs of the Center's activities, including the costs of the secretariat staff, infrastructure, equipment and utilities;

   (b) entirely assume the maintenance of the premises and its costs;

   (c) guarantee to the Centre a total amount of at least one hundred eighty million (180 000 000) rubles per year;

   (d) make available to the Centre the administrative staff necessary for the performance of its functions.
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 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/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

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

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

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

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

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 contents of the Agreement or of denouncing it, 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 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 UNESCO and the Government, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the Russian Federation 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 this 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 sixty (60) days following receipt of the notification sent by one of the 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 Government, 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 four copies in the English and Russian, both texts being equally authentic.

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

…………………………………………………………………………………………………………………………
For the Government of the Russian Federation