AGREEMENT BETWEEN

THE GOVERNMENT OF UKRAINE

AND

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

ABOUT CREATION ON THE BASIS OF "JUNIOR ACADEMY OF SCIENCES" IN KIEV, UKRAINE, AS A CATEGORY 2 CENTER UNDER THE AUSPICES OF UNESCO (CATEGORY 2)
The Government of Ukraine from one side and The United Nations Educational, Scientific and Cultural Organization (hereinafter- UNESCO) from another, together – Parties

Having regard to UNESCO’s Medium-term Strategy (37C/4) whereby the Organization proclaims its Strategic Programme Objective 4: Fostering policies and capacity-building in science, technology and innovation;

Further noting the constituent elements of the mandate set for the UNESCO’s International Basic Sciences Programme;

Emphasizing UNESCO’s role in catalyzing 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 science education, with Ukrainian institutions and between these institutions and those of other countries, particularly in the region;

Considering that the Director-General has been authorized by the General Conference (39C/Resolution ??) to conclude with the Government of Ukraine 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 regarding aid to «Junior Academy of Sciences» within the framework of this Agreement,

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

1. In this Agreement, “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.

2. “Centre” means “Junior Academy of Sciences”.

3. “IBSP” refers to the International Basic Sciences Programme of UNESCO.
Article 2 – Establishment

The Government of Ukraine shall agree to take, in the course of the year 2018, any measures that may be required for the setting up in Kyiv (Ukraine) of the 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 of Ukraine and also the rights and obligations of the Parties stemming therefrom.

Article 4 – Legal status

4.1 The Centre shall be independent of UNESCO.

4.2 The Government of Ukraine shall guarantee that the Centre enjoys within its territory the functional autonomy necessary for the execution of its activities and the legal capacity:
   — to contract;
   — to institute legal proceedings;
   — to acquire and dispose of movable and immovable property.

Article 5 – Constitutive Act

The constitutive act of the Centre must include provisions describing precisely:

(a) the legal status of the Centre, within the national legislation, the legal capacity necessary to exercise its functions and to receive funds, payments for services rendered, and acquire all means necessary for its functioning;
(b) a governing structure of the Centre provided by UNESCO representation within its governing body.

Article 6 – Functions/tasks

The tasks of the Centre shall be to:

a) promote scientific excellence and innovation by developing innovative methodologies and practical tools for experimentation, and to bolster STEM education and research at national and regional levels;
b) establish necessary divisions for the improvement of scientific knowledge, production of experimental equipment, and other science teaching materials to make science teaching more practical;

c) in collaboration with accredited training establishments, provide the school students/students at those institutions with training in the use of scientific equipment, and exchange information and experiences with similar institutions worldwide;

d) encourage school students/students to study scientific subjects;

e) expand school students’/students’ skills by strengthening the capacity of science teachers and educators;

f) foster the development of local production and dissemination of scientific equipment for use in the region’s secondary and higher institutions.

The functions of the Centre shall be to develop training and regional scientific capacity-building activities with a focus on:

a) innovative training and capacity development activities, through scientific education and research, carried out by the students;

b) scientific events and knowledge dissemination through scientific vulgarization, including schools, workshops, exhibitions, conferences and seminars.

**Article 7 – Governing Board**

1. The Centre shall be guided and overseen by a Governing Board (hereinafter-Board) renewed every three (3) years and composed of:
   (a) one (1) representative of the Government;
   (b) five (5) representatives of the National Academy of Sciences of Ukraine;
   (c) representatives of Member State(s), which have sent to the Centre a notification for membership, in accordance with the stipulations of article 10, paragraph 2 and have expressed interest in being represented on the Board;
   (d) a representative of the Director-General of UNESCO;
   (e) the Director of “Junior Academy of Sciences” shall participate as observers to the Governing Board.

2. 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) 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;
(e) 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;
(f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

3. The Board shall hold ordinary sessions at regular intervals, at least twice every calendar year; extraordinary sessions shall be 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 its members.

4. The Board shall adopt its own rules of procedure. The first meeting procedure shall be established by the Government of Ukraine 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;
   (and/or)
   (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 need of performing 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 UNESCO’s programme and budget. UNESCO will provide the Government of Ukraine with accounts relating to the use of its staff and associated costs.

Article 9 – Contribution by the Government
1. The Government of Ukraine shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre in accordance with the legislation of Ukraine.

2. The Government of Ukraine undertakes to:
   (a) make available to the Centre the resources, financial or in kind needed for the administration and proper functioning of the Centre;
   (b) provide the maintenance of the facilities of the Centre;
   (c) guaranty to the Centre contributions in amount provided by the State Budget of Ukraine;
   (d) attract to the Centre relevant specialists 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/requests to this effect. The Director shall inform the Parties of the Agreement and other Member States of the receipt of such notifications/requests.

**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 a part in any legal processes, and/or bear no liabilities of any kind, be they financial or otherwise, with the exception of the cases 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 host country or Centre.
3. UNESCO undertakes to submit to the Government of Ukraine, at the earliest opportunity, a report on any conducted evaluation.
4. Following the results of an evaluation, each of the Parties of the Agreement shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 16 and 17.

**Articles 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 «acting under the auspices of UNESCO».

2. The Centre is authorized to use the UNESCO logo or a version thereof on its letterheaded papers 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 Contracting Parties of the Agreement when they have informed each other in writing that all the formalities required to that effect by the domestic law of Ukraine 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 of the Agreement**

This Agreement is concluded for a period of six (6) years. The Agreement shall be renewed for the next six (6) years upon agreement between Parties provided that positive conclusions have been made by the Executive Board of UNESCO on the renewal assessment provided by the Director-General.

**Article 16 - Denunciation**

1. Each of the Parties of the Agreement shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 60 days following receipt of the notification sent by one of the Parties of the Agreement to another through diplomatic channels.

**Article 17 - Revision**

This Agreement may be revised by written consent between the Parties.

**Article 18 – Settlement of disputes**

1. Any dispute between the Government of Ukraine and UNESCO concerning the interpretation or application of the provisions of this Agreement, which can not be settled by negotiation or any other appropriate method agreed by the Parties, shall be submitted for the final decision to an arbitration tribunal composed of 3 members one of whom shall be appointed by the Government of Ukraine, another by the Director-General of UNESCO, and a third one, 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 one, 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 parties have signed this Agreement,

Signed in___________ on “____” __________ in two copies, in Ukrainian and English, each being legally authentic. In case of divergence between the Ukrainian and the English versions, the English text shall prevail.

For the United Nations Educational, Scientific and Cultural Organization

For the Government of Ukraine