AGREEMENT BETWEEN
THE GOVERNMENT OF
THE KINGDOM OF SAUDI ARABIA

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

REGARDING
THE ESTABLISHMENT OF THE REGIONAL CENTER FOR QUALITY
& EXCELLENCE IN EDUCATION (RCQE)

AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO

 الاتفاقية بين
حكومة المملكة العربية السعودية
ومنظمة الأمم المتحدة للتربية والثقافة والعلوم
(اليونسكو)
بشأن
تأسيس المركز الإقليمي للجودة والتميز في التعليم
العام كأحد مراكز الفئة الثانية تحت رعاية
اليونسكو
The Government of the Kingdom of Saudi Arabia, and the United Nations Educational, Scientific and Cultural Organization;

Recalling 37 C/Resolution 19 whereby the UNESCO General Conference seeks to favour international cooperation through the establishment of a Regional Centre for Quality and Excellence in Education in Saudi Arabia;

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of the Kingdom of Saudi Arabia an agreement in conformity with the draft which was submitted to the General Conference;

Taking note of recommendations made by the UNESCO Team that undertook a mission to the Kingdom in February 2013, and as agreed by the authorities of the Government of the Kingdom of Saudi Arabia, contained in document 192 EX/Doc 15 Part II;

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO,

Have agreed as follows:

ARTICLE 1
Definitions

In this Agreement, unless the context otherwise requires,

2. “Government” refers to the Government of the Kingdom of Saudi Arabia.
3. “The Centre” or “RCQE” refer to The Regional Centre for Quality and Excellence in Education.
4. “0-12” (uttered “0 through twelve”, or “0 to twelve”) is a designation for the sum of early learning, basic, and secondary education.

إن حكومة المملكة العربية السعودية ومنظمة الأمم المتحدة للتربية والثقافة والعلوم (اليونسكو)، بناء على القرار 19 C/Resolution 19 الذي يسعى المؤتمر العام لليونسكو بموجبه إلى تشجيع التعاون الدولي في مجال التربية من خلال إنشاء مركز إقليمي لجودة والتميز في التعليم في المملكة العربية السعودية.

ولما كان المؤتمر العام قد أدى للمدير العام بأن ينشر مع حكومة المملكة العربية السعودية اتفاقاً بناء على السواد الذي سبق تسليمه للمؤتمر العام سابقاً، وتبني الملاحظات والمقترحات المقدمة في تقرير فريق اليونسكو الذي زار المملكة العربية السعودية في فبراير 2013، وبناء على موافقة حكومة المملكة العربية السعودية المدرجة ضمن الوثيقة رقم 192 EX/Doc 15 Part II ورغبة منها في تحديد الشروط التي تحكم المساحة التي ستتقبل إلى المركز المذكور في إطار هذه الاتفاقية.

قد اتفقوا على ما يلي:

المادة 1
التعريفات

في نص هذه الاتفاقية، باستثناء ما يقتضيه السياق:

1. تشير كلمة "اليونسكو" في هذه الاتفاقية إلى منظمة الأمم المتحدة للتربية والثقافة والعلوم.
2. تشير كلمة "السعودية" في هذه الاتفاقية إلى حكومة المملكة العربية السعودية.
3. تشير كلمة "المركز" أو "RCQE" في هذه الاتفاقية إلى المركز الإقليمي لجودة والتميز في التعليم.
4. تشير عبارة "0-12" في هذه الاتفاقية إلى المراحل التعليمية التي تشمل تعليم ما قبل المدرسة (رياض الأطفال) والتعليم الأساسي، والتعليم الثانوي.
ARTICLE 2
Establishment

In accordance with its laws, regulations and policies, the Government shall agree to take, in the course of 2014-2015, any measures that may be required for establishment and operationalization of RCQE under the auspices of UNESCO, as provided for under this Agreement, hereinafter referred to as "the Centre".

ARTICLE 3
Participation

1. The Centre shall be an autonomous institution at the service of Arab States and shall encourage the participation of Member States and Associate Members of UNESCO that, by their common interest in the RCQE objectives, 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 of the Centre shall inform the parties to the Agreement and other Member States of receipt of such notifications.

ARTICLE 4
Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and the Government concerned, and also the rights and obligations stemming therefrom for the parties.

ARTICLE 5
Legal status

1. The Centre shall be independent of UNESCO.

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;
to institute legal proceedings;
to acquire and dispose of movable and immovable property.

ARTICLE 6
Constitutive Act

The Constitution of the Centre must include the following provisions:

a. the legal status granted to the Centre, under national legislation, the autonomous legal capacity necessary to exercise its functions and to receive subventions, 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 7
Objectives/Functions

Objectives:

The Centre shall be a service provider, standard setter, and a research Centre in the field of Education Quality and Excellence. In addition, RCQE will help to:

a. spread awareness about quality and excellence in education;

b. promote practices of educational quality implementation;

c. validate and benchmark current practices against the most effective education systems;

d. develop and apply practical ideas and best practices related to quality teaching and learning;

e. look for new ideas and innovations that can act as feedstock for future strategic development in educational

(بالأمثلة القانونية بما يلي:
- التعاقد;
- اتخاذ إجراءات قانونية;
- اتخاذ الممتلكات المتنقلة والممتلكات العقارية والتصرف فيها.

المادة 6
الميثاق التأسيسي

يجب أن يحتوي الميثاق التأسيسي للمركز على أحكام نصبتها ما يلي:

(1) الوضع القانوني الذي يتمتع به المركز، بما في ذلك النظام القانوني الوطني، من حيث الأنظمة القانونية اللازمة لتمكينه من أداء وظائفه، وتلبية الأمور، والحصول على مساعدة خدمات تنظيمية.

(2) هيكلية إدارة المركزي تتمثل بممثلة اليونيسكو داخل هيئة الإدارية.

المادة 7
الأهداف/المهام

الأهداف

تحدد هوية المركز في كونه مقدماً للخدمات، وبائياً للمعايير، ومركزًا بصريًا في مجال الجودة والتميز في التعليم، إلى جانب ذلك، سيبعث المركز إلى:

(1) نشر الوعي بقضايا الجودة والتميز في التعليم;

(2) دعم الممارسات الجيدة في تحسين وتطبيق الجودة في التعليم;

(3) المقارنة المرجعية للممارسات القائمة حالياً في مجال الجودة ومع تلك المطبقة عالمياً;

(4) تطوير وتطبيق أفضل الممارسات والأفكار العملية في مجال التعليم والتعلم;

(5) البحث عن حلول وأفكار إبداعية في إطار التنمية الاستراتيجية العملية التعليمية;
processes;

f. create a hub of quality & excellence in education expertise in the Arab states, and to address human resource needs;

g. develop research programmes of a global quality through international partnerships to develop world class 0-12 education and training programs.

Functions:

In order to achieve the above objectives, the functions of the Centre shall be:

a. to promote research to improve the quality and excellence of education systems;

b. to develop capacity-building and training initiatives to re-orient existing education programmes towards quality and excellence;

c. to create and reinforce networks for the exchange of knowledge, technical and policy information, and best practices in the field of education quality and excellence among institutions and individuals;

d. to organize knowledge and information transfer activities including international symposia or workshops, and to engage in appropriate awareness-raising activities targeted at various stakeholders;

e. to provide technical consulting services; and

f. to produce research reports, technical publications and other media items related to the activities of the Centre.

ARTICLE 8
Governing Board

1. The Centre shall be guided and supervised by a Governing Board having one
third of its members renewed every two years and composed of:

a. The Minister of Education of the Kingdom of Saudi Arabia, as the Chairperson;

b. A representative of the Director-General of UNESCO;

c. Up to seven representatives from different Arab States;

d. Up to five members from national agencies, institutions and/or private sector;

e. Two members from international agencies, institutions and private sector;

f. The Director of the Centre who shall be an Ex Officio member, without the right to vote.

2. The Governing Board shall:

a. approve the long-term and medium-term programs of the Centre;

b. approve the annual work plan and budget of the Centre, including the staffing table;

c. examine the annual reports submitted by the Director of the Centre, including a biennial self-assessment report 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 of the Centre in accordance with the laws of the country;

f. decide on the participation of regional, international and intergovernmental organizations in the work of the Centre.
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 summoned by the Chairperson, either on his own initiative or at the request of the Director-General of UNESCO or a majority of its members.

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

ARTICLE 9
Secretariat

1. The Centre’s Secretariat shall consist of a Director and such staff as is necessary for the proper functioning of the Centre.

2. The Director shall be appointed by the Chairperson of the Governing Board in consultation with the Director-General of UNESCO.

3. The other members of the Secretariat may comprise:
   a. members of UNESCO’s staff who would be temporarily detached and made available to the Centre, as provided for by UNESCO’s regulations and by the decision of its governing bodies;
   b. any person appointed by the Director, in accordance with the procedures laid down by the Governing Board;
   c. Government officials who would be made available to the Centre, as provided by Government regulations.

ARTICLE 10
Duties of the Director

The Director shall discharge the following duties:

a. direct the work of the Centre in conformity with the programs and
ARTICLE 11
Contribution of UNESCO

1. UNESCO shall provide assistance, as needed, in the form of a technical contribution for the activities of the Centre in accordance with the strategic goals and objectives of UNESCO by:

- providing the assistance of its experts in the specialized fields of the Centre; (and/or)

- 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 priority area as approved by UNESCO’s governing bodies; (and/or)

- including the Centre in various programs which it implements and in which the participation of the latter seems necessary to it.

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 12
Contribution of the Government

1. The Government shall agree to provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre.

2. The Government shall:
   a. make available to the Centre the facilities necessary to fulfil its objectives and functions; and
   b. entirely assume the maintenance of the premises of the institution as a Category 2 Centre under the auspices of UNESCO; and
   c. earmark a minimum of resources necessary for the running costs of the Centre;
   d. make available to the Centre the administrative staff necessary for the performance of its functions.

ARTICLE 13
Privileges and immunities

The contracting parties shall agree, when circumstances so require, on provisions relating to privileges and immunities.

ARTICLE 14
Responsibility

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for its acts or omissions, 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 15
Evaluation

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

a. whether the Centre makes an important 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 the Organization, 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 of Centre.

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 contracting parties shall have the option of requesting a revision of its contents or of denouncing this Agreement as envisaged in Articles 19 and 20.

ARTICLE 16
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 letter headed paper, documents, and website, in accordance with the conditions established by the Agreement.
the governing bodies of UNESCO.

ARTICLE 17
Duration of the Agreement

The validity of this Agreement is fixed for a period of 6 years 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 18
Entry into force

This Agreement shall enter into force upon signature.

ARTICLE 19
Denunciation

1. Each of the contracting parties shall be entitled to denounce unilaterally the Agreement.

2. The denunciation shall take effect within 30 days following receipt of the notification sent by one of the contracting parties to the other.

ARTICLE 20
Revision

The present Agreement may be revised by written consent between the Government and UNESCO.

ARTICLE 21
Settlement of disputes

1. Any dispute between UNESCO and the Government concerning the interpretation or
If an agreement is not reached by the Parties in the nomination of this third member, the appointment shall be made by the President of the International Court of Justice.

2. The decision of this court shall be final.

IN WITNESS WHEREOF, the undersigned representatives, duly authorized to do so, sign the original copies of this Agreement, done in four copies, two in English and two in Arabic, the English version being the authoritative version, on

21/10/14

For the United Nations Educational and Scientific Cultural Organization,

Signature: Irina Bokova

Name: Irina Bokova

Designation: Director-General of UNESCO

For the Government of the Kingdom of Saudi Arabia,

Signature: Khalid Alfaisal

Name: Khalid Alfaisal

Designation: Minister of Education of the Kingdom of Saudi Arabia
President of the Saudi National Commission for UNESCO