

Draft Memorandum of Understanding

Between



United Nations
Educational, Scientific and
Cultural Organization

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

7, place Fontenoy
75352 Paris 07SP
France

represented by

Ms. Audrey Azoulay
Director-General
hereinafter referred to as “UNESCO”

And

**THE INDIAN NATIONAL CENTRE FOR OCEAN INFORMATION SERVICES (INCOIS) OF THE
MINISTRY OF EARTH SCIENCES AS AN INTERNATIONAL TRAINING CENTRE FOR OPERATIONAL
OCEANOGRAPHY (ITCOOcean) AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

at the Indian National Centre for Ocean Information Services (INCOIS)
(Ministry of Earth Sciences, Government of India)
“Ocean Valley”
Pragathi Nagar(B.O), Nizampet (S.O)
Hyderabad - 500 090, India

Represented by
Dr. Tummala Srinivasa Kumar
Director of the Centre
hereinafter referred to as “ITCOOcean”

UNESCO and ITCOOcean together hereinafter referred to as the “ Sides”

Having regard to the resolution (Resolution 39C/26) whereby the UNESCO General Conference seeks to favor international cooperation in respect of *capacity development in ocean sciences, observations, data management, information services, and ocean related disasters; with the Government of the Republic of India,*

Recalling Decision (xxx), by which the Executive Board decided to renew the designation of the Indian National Centre for Ocean Information Services (INCOIS) of the Ministry of Earth Sciences as an International Training Centre for Operational Oceanography as a category 2 Centre under the auspices of UNESCO and authorized the Director-General to sign the corresponding Memorandum of Understanding, and

Desirous of defining the terms and conditions governing the framework for cooperation between the Indian National Centre for Ocean Information Services (INCOIS) of the Ministry of Earth Sciences as an International Training Centre for Operational Oceanography as a category 2 Centre under the auspices of UNESCO and authorized the Director-General to sign the corresponding Memorandum of Understanding, and

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

- a. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization
- b. “Centre” refers to the Indian National Centre for Ocean Information Services (INCOIS) of the Ministry of Earth Sciences as an International Training Centre for Operational Oceanography as a category 2 Centre under the auspices of UNESCO.
- c. “Sides” refers to UNESCO and the Centre.

Article 2 – Operation

The Centre shall agree to take any measures that may be required for its continued operation as an International Training Centre for Operational Oceanography as a category 2 Centre under the auspices of UNESCO, as provided for under this Memorandum of Understanding.

Article 3 – Purpose of the Memorandum of Understanding

The purpose of this Memorandum of Understanding is to define the terms and conditions governing collaboration between UNESCO and the Centre and the rights and obligations stemming therefrom for the Sides.

Article 4 – Legal status

- a. The Centre shall be independent of UNESCO.
- b. The Centre shall enjoy 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 Centre shall ensure that its Constitutive Act includes 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 Board.

Article 6 – Objectives and Functions

The objectives and functions of the Centre shall be to support:

- a. Mutual assistance for capacity development in ocean sciences, observations, technology, Research and Development (R&D); and information services with reinforced ownership and leadership of Members States of the region: Co-design, develop and implement programmes, projects, conferences, symposia, educational/training courses, scientific mobility/exchange visits and consultations. Ocean literacy, public education and awareness in general and towards primary and secondary schools, in particular are an integral part of capacity development.
- b. Regional and international cooperation: Engage national, regional and international academic and research institutions and communities in particular, UNESCO Category 2 Centres and Chairs and, other relevant stakeholders from governmental and non-governmental structures, industry and decision-makers with a view to reinforce existing and/or build strong knowledge networks for sharing best practices related to sustainable development of coastal and marine environment.
- c. Global development agendas, UNESCO Medium Strategy (C/4), UNESCO Programme and Budget (C/5) including global strategies and action plans as well as sectoral programme priorities: Mobilize national, regional and international knowledge networks aimed at contributing to the United Nations Sustainable Development Goals, in particular goals #4 (Quality Education), #13 (Climate Action), #14 (Life Below Water) and #17 (Partnerships for the Goals), the United Nations Decade of Ocean Sciences for Sustainable Development (2021-2030) and other relevant regional development and cooperative frameworks, notably the IOC Sub-Commission for the central Indian Ocean; with the view to promote knowledge and evidence-based mechanisms and policies that supports sustainable development of coastal and marine environment.

Article 7 – Governing Board

- a. The Centre shall be guided and overseen by a Governing Board, renewed every 4 years, and include:
 - i. a representative of the Government concerned or his/her appointed representative(s);
 - ii. representatives of UNESCO Member State(s) and or Associate Member State(s), which have sent to the Centre notification for membership, in accordance with the stipulations of Article 11 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 Centre;
 - ii. approve the annual work plan and budget of the Centre, including the staffing table;
 - iii. examine the annual and evaluation reports submitted by the Director of the Centre, including reports of the Centre's contribution to UNESCO's approved programme and budget (C/5), global strategies and action plans as well as sectoral programme priorities, and develop response strategies for strengthening such contribution;
 - iv. examine the periodic independent audit reports of the financial statements of the Centre and monitor the provision of such accounting records necessary for the preparation of financial statements;

v. adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws of the country;

vi. decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

c. The Governing Board shall meet in ordinary session at regular intervals, at least once every calendar year; it shall meet in extraordinary session if convened by its Chairperson, either on his/her own initiative or at the request of the Director-General of UNESCO or of a majority 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 and UNESCO.

Article 8 –

Contribution by the Indian National Centre for Ocean Information Services (INCOIS) of the Ministry of Earth Sciences as an International Training Centre for Operational Oceanography as a category 2 Centre under the auspices of UNESCO

the Indian National Centre for Ocean Information Services (INCOIS) of the Ministry of Earth Sciences as an International Training Centre for Operational Oceanography shall:

1. assume all costs related to the maintenance of the premises, equipment, facilities, utilities and communications;
2. provide, in cooperation with the Government, all necessary financial resources, as well as the staff necessary, for performance of its functions as a category 2 Centre.

Article 9 – Financial Contribution to UNESCO

With a view to recovering costs incurred by UNESCO in administering, monitoring, reporting and other operational processes vis-à-vis category 2 institutes and centres, the Centre will make an annual contribution to the corresponding UNESCO Programme Sector (the Intergovernmental Oceanographic Commission of UNESCO) equivalent to at least US \$1,000 by 31 December of every year from the entry into force of this Memorandum of Understanding.

Article 10 – UNESCO's Contribution

a. UNESCO may provide technical assistance, as needed, for the actions of the Centre, in accordance with UNESCO's Approved Programme and Budget (C/5), including global strategies and action plans, as well as sectoral programme priorities by:

- i. providing the assistance of its experts in the specialized fields of the Centre;
- ii. engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; and
- iii. seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis if justified by the implementation of a joint activity or project within a strategic programme priority area.

b. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO's Programme and Budget, and UNESCO will provide Member States with accounts relating to the use of its staff and associated costs.

Article 11 – Participation

- a. The Centre shall encourage the participation of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the Centre, desire to cooperate with the Centre.
- b. Member States and Associate Members of UNESCO wishing to participate in the Centre's activities and to be represented on the Governing Board as a member, as provided for under this Memorandum of Understanding, shall send to the Centre notification to this effect. The director shall inform the Sides to the Memorandum of Understanding and other participating Member States of the receipt of such notifications.

Article 12 – 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 Memorandum of Understanding.

Article 13 – Evaluation

- a. UNESCO may, at any time, carry out an evaluation of the activities of the Centre to be funded by the Centre or the Member State concerned in order to ascertain whether:
 - i. the Centre makes a significant contribution to UNESCO's prevailing Approved Programme and Budget (C/5) at the time in which it was renewed, including global strategies and action plans as well as sectoral programme priorities;
 - ii. the activities effectively pursued by the Centre are in conformity with those set out in this Memorandum of Understanding.
- b. UNESCO shall, for the purpose of the renewal of this Memorandum of Understanding, conduct an evaluation of the contribution of the Centre to UNESCO's prevailing Approved Programme and Budget (C/5) at the time in which it was renewed, including global strategies and action plans, as well as sectoral programme priorities. This evaluation, managed by UNESCO, shall be financed entirely by the Centre;
- c. UNESCO undertakes to submit the conclusions of the renewal evaluation to the 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 Sides shall have the option of requesting a revision of the contents of the Memorandum of Understanding or of denouncing the Memorandum of Understanding, as envisaged in Articles 17 and 18.

Article 14 - Use of UNESCO's name and logo

- a. The Centre may mention its affiliation with UNESCO. It may therefore use after its title the mention "under the auspices of UNESCO".
- b. The Centre is authorized to use the UNESCO logo or a version thereof on its letterheaded paper and documents including electronic documents and websites in accordance with the conditions established by the governing bodies of UNESCO.
- e. Use of UNESCO's name and logo including in the name, on letterheaded paper and documents, including electronic documents and websites of the Indian National Centre for Ocean Information Services (INCOIS) of the Ministry of Earth Sciences as an International Training Centre for

Operational Oceanography as a category 2 Centre under the auspices of UNESCO are strictly prohibited in the absence of a valid agreement with UNESCO.

Article 15 – Entry into Force

This Memorandum of Understanding will enter into force, after its signature by the Sides, on the date of entry into force of the Agreement between UNESCO and the Government of the India regarding the Indian National Centre for Ocean Information Services (INCOIS) of the Ministry of Earth Sciences as an International Training Centre for Operational Oceanography as a category 2 Centre under the auspices of UNESCO.

Article 16 – Duration

This Memorandum of Understanding is concluded for a period of eight (8) years as from its entry into force. The Memorandum of Understanding shall be renewed or terminated on the basis of a decision by the Executive Board following a recommendation of the Director-General of UNESCO.

Article 17– Denunciation

- a. Each of the Sides shall be entitled to denounce this Memorandum of Understanding unilaterally.
- b. The denunciation shall take effect within 30 days following receipt of the notification sent by one of the Sides to the other.
- c. Should the Agreement between UNESCO and the Government of India be terminated, the present Memorandum of Understanding will terminate on the same date.

Article 18 – Revision

This Memorandum of Understanding may be revised by written consent between the Centre and UNESCO, further to, and considering the recommendations of a renewal evaluation.

Article 19 – Settlement of disputes

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

Article 20 – Privileges and immunities

Nothing in or relating to the present Memorandum of Understanding shall be deemed a waiver of any of the privileges and immunities of UNESCO in accordance with the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947.

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

DONE in duplicate (2) copies in English.

Place, date and signature.

Place, date and signature

For the
Indian National Centre for
Ocean Information Services
(INCOIS) of the Ministry of
Earth Sciences as an
International Training Centre
for Operational
Oceanography as a category
2 Centre under the auspices
of UNESCO.

For the
United Nations Educational,
Scientific and Cultural
Organization

Draft