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AGREEMENT BETWEEN THE PHILIPPINES AND THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION ON THE ESTABLISHMENT OF AN ASIAN REGIONAL CENTRE FOR THE TRAINING OF T...

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UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

Establishment of an Asian Regional Centre for the Training of Teacher Educators

Agreement signed at Manila 17 April and 22 May 1967

Entered into force 22 May 1967.

WHEREAS on 28 March 1962, an agreement was signed between the two parties for the establishment in Quezon City of an Asian Regional Centre for the training of Teacher Educators,

WHEREAS two letters of agreement dated 24 July 1963 and 23 April 1965 from the Director-General of UNESCO and signed by the Government provide for the renewal of the above agreement for the period 1963-1964 and 1965-1966 respectively, and for the designation of the Centre as the "Asian Institute for the Training of Teacher Educators",

WHEREAS the two above-mentioned letters signified the intention that the agreement would be further modified in such a way as to give the Institute a greater measure of autonomy, and

WHEREAS the General Conference of UNESCO, at its fourteenth session authorized the Director-General to develop within a regional framework, institutions and related activities for supporting national programs for training teachers and supervisors and to provide grants-in-aid and/or other services therefor,

WHEREAS there is included in the Technical Assistance Component of the United Nations Development Programme for 1967-1968 assistance for the Institute,

Whereas UNESCO and the Government wish to state the obligations which UNESCO proposes to undertake in extending assistance and the reciprocal obligations of the Government in accepting such assistance, the parties hereby agree as follows:

ARTICLE I

ESTABLISHMENT, PURPOSE AND FUNCTIONS

1. The Institute, established by the Government in 1962, shall in future be known as the Asian Institute for Teacher Educators, hereinafter referred to as "the Institute".

2. The purpose of the Institute shall be to provide a forum and focal point for those responsible for teacher education in Asia, in order to enable the following categories of personnel to meet and exchange experiences, discuss programmes, develop common standards and draw up plans for the development and upgrading of teacher

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education in Asia:

a. heads of teacher-training programmes in Ministries of Education;

b. principals of teacher-training institutions; and

c. those responsible for the organization of in-service teacher training.

3. With this purpose in view, the main functions of the Institute shall be:

a. to provide short courses for the personnel referred to above;

b. to undertake and promote studies and research on priority problems in teacher education, with particular reference to the techniques of teacher training and teaching methods;

c. to organize periodically high-level symposia to review the substantive aspects of the Institute's training and/or research programmes and assist in the coordination of programmes in this field;

d. to promote the development and to service, through exchange of information and advice, a network of national teacher-education centres, as well as a sheme of associated teacher-training colleges, teacher-training institutions and services.

ARTICLE II

STRUCTURE

1. The Institute shall consist of a Steering Committee, Director and Staff, and Student Body.

2. Steering Committee

a. A Steering Committee shall supervise the preparation and execution of the Institute’s programme. It shall consist of:

i. The President of the University of the Philippines, or his representative (Chairman);

ii. The Director-General of UNESCO, or his representative (Member);

iii. The Director of the Institute as non-voting member;

iv. A representative of the Department of Education of the Government as non-voting member.

b. The Steering Committee shall meet twice a year in Quezon City and shall be convened at other times for special meetings at the request of either the Chairman of the Committee or the Director-General of UNESCO or their representatives.

3. Director and Staff

a. The staff of the Institute shall consist of a full-time Director and a full-time Deputy Director, together with such additional staff, professional, clerical and other, as the parties shall be required to furnish under Articles IV and V below.

b. The Director and Deputy-Director of the Institute shall be appointed by the Government with the prior concurrence of the Director-General of UNESCO, on such terms and conditions as may be mutually agreed upon. Their promotion, separation or transfer, and that of all professional staff of the Institute, shall be a matter for consultation between the two parties.

c. The Director of the Institute shall perform the following functions:

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i. serve as ex-officio Secretary of the Steering Committee, and attend the meetings of the Committee before which he shall place any problems requiring the Committee's decision, in particular the programme and budget of the Institute;

ii. exercise full authority for die proper functioning of the Institute under the supervision of the Steering Committee;

iii. devote his full time to the Institute and carry out both teaching and research work;

iv. submit, not later than 30 June each year, a statement of accounts for the preceding year showing how the sums paid by UNESCO and the Government were spent, it being understood that any part of the UNESCO contribution unspent or uncommitted as at 31 December for each biennium shall revert to UNESCO;

v. submit periodic progress reports to the Steering Committee.

d. The international staff of the Institute shall be appointed by the Director-General of UNESCO after consultation with the Director of the Intitute and the Chairman of the Steering Committee,

e. National staff shall be appointed by the Director of the Institute according to the procedures established by the Steering Committee. Their names shall be communicated to UNESCO for information.

f. With the concurrence of the Steering Committee, Member States may second at their cost qualified teacher educators to the staff of the Institute on such terms as may be agreed upon between the Institute and the Member State concerned.

g. The staff under (d), (e) and (f) above shall work under the direction of the Director of the Institute.

4. Student Body

Trainees shall be selected and fellowships awarded by the Director of the Institute, in accordance with the selection criteria fixed by the Steering Committee and UNESCO fellowship financial conditions.

ARTICLE III

FINANCIAL RESOURCES

The financial resources of the Institute may consist of:

a. Contributions from the Government.

b. Assistance from UNESCO as may be authorized by the General Conference and as provided in Article V below.

c. Voluntary contributions from Member States and international organizations.

d. Compensation received for services rendered or material produced.

e. Gifts, legacies and other subvention from individual donors.

ARTICLE IV

OBLIGATIONS OF THE GOVERNMENT

As a condition of UNESCO assistance,

1. The Government shall make all arrangements to continue the operation of the Institute and for its maintenance

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as an autonomous institution in accordance with the establishment, purpose, functions and structure provided for in Articles I and II and as further provided in this Agreement.

2, The Government shall provide the services of a Director, Deputy Director, teaching and administrative staff, other than those to be provided by UNESCO, as set out in Article II, paragraph 3(a) above.

3. The Government shall provide the Institute with its own suitable accommodation, comprising of lecture, seminar, library, discussion, living and sitting rooms, office space and locally available equipment, supplies and administrative staff, as well as hotel accommodation for the number of trainees agreed upon by the Steering Committee and selected by the Director of the Institute. The Government shall also provide the International staff working at the Institute with suitable living quarters, transportation, travel inside the country, secretarial help and costs of official communications.

4. The Government shall be responsible for the maintenance and repair of the buildings, for rates and taxation, water, electricity and gas bills and the cost of communications.

5. The Government shall also pay all costs of necessary travel of the staff and trainees of the Institute within the territory of the Philippines in connection with the training programme.

6. In the case of UNESCO assistance in the form of equipment or other property from the time of its arrival at the point of entry, the Government shall facilitate its receipt and its admission free of customs charges, duties and formalities, and shall bear the cost of its maintenance and be fully responsible for, and purchase any insurance which may be necessary in respect of any loss, injury or damage to or arising out of the use of such equipment or other property.

7. The Government shall apply to UNESCO, its property, funds, assets and officials and experts, including any UNESCO staff member attached to the Institute, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies, subject to Annex IV thereof, to which the Philippines is a Party. Furthermore, the Government shall place no restriction upon the right of entry into the Philippines, sojourn therein, and exit therefrom, of all persons who are to attend courses, symposia, workshops, or other meetings organized in connection with the Institute, or of other persons who are called to the Institute for any purpose connected with the functions of the Institute, without distinction of nationality.

8. The Government shall be responsible for dealing with any claims which may be brought by third parties against UNESCO, its property, its personnel or against other persons performing services on its behalf, and shall hold UNESCO, its property, personnel or such persons harmless in the case of any claims or liabilities resulting from operations of the Institute under this Agreement, except where it is agreed by the Government and the Director-General of UNESCO that such claims or liabilities arise from the gross negligence or wilful misconduct of such personnel or persons.

9. Except as otherwise provided herein, neither the Government nor the Institute nor any of the Institute's staff or trainees or participants shall be considered an agent or staff member of UNESCO; nor shall any of them be entitled to any privileges, immunities, compensation or reimbursements from UNESCO, not set forth herein, nor shall any of them be authorized to commit UNESCO to any expenditure or other obligations.

10. From 1969 onwards, the Government will proportionately increase its contribution to the Institute so as to enable the Government to assume full financial support when UNESCO assistance ends.

11. At such time as UNESCO may terminate its assistance to the Institute, the Government agrees to maintain the regional character of the Institute, in accordance with its above-stated purpose.

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ARTICLE V

OBLIGATIONS OF UNESCO

Subject to the decisions of the General Conference and the availability of funds, UNESCO will cooperate with the Government in the establishment and maintenance of the Institute as provided in this Article.

1. 1967-1968

Within the funding limitation established by the General Conference [14C Resolution l, 312(c) ii], UNESCO will:

a. assist by means of advice and co-operation in conducting studies and research on problems related to teacher education in Asia;

b. provides the services of four international staff;

c. meets essential costs of travel outside the Philippines of the international and professional staff of the Institute;

d. assists the Institute in organizing a symposium. The details of arrangements and contributions will be the subject of an exchange of letters between UNESCO and the Director;

e. with respect to the short courses (one in 1967, and two in 1968 - one of which will be bilingual), provide up to 16 fellowships for each course, it being understood that Philippine trainees shall be financed by the Government. In addition, UNESCO will provide the services of a French-speaking consultant and two interpreter translators for the bilingual course;

f. makes available to the Institute a financial contribution not exceeding $64,500, to meet the cost of:

i. the Director, the Deputy-Director, document list and such local staff as may be deemed necessary by the Director of the Institute, in consultation with the Steering Committee and in such amount as agreed upon by the parties, it being understood that they will work full-time for the Institute;

ii. part-time lecturers chosen by the Director with the approval of the Steering Committee;

iii. equipment, books and periodicals, to be obtained with non-Philippine currency;

iv. research and studies conducted under contract by appropriate bodies or individual experts or consultants.

2. For subsequent biennia

Assistance may be extended by UNESCO during subsequent periods, subject to the conclusion of supplementary agreements between the Government or Director of the Institute and UNESCO as may be authorized by the General Conference of UNESCO, The assistance provided by UNESCO will not extend beyond 31 December 1972.

3. UNESCO assistance will be provided in accordance with the regulations, rules and procedures applicable to the respective UNESCO programme of assistance.

ARTICLE VI

1. Except as otherwise provided herein, this Agreement shall also be subject to the terms of the revised standard technical assistance agreement between the Government and the specified organizations, including UNESCO participating in the Expanded Programme of Technical Assistance, signed on 27 October 1954.

2. This Agreement shall enter into force upon signature and shall supersede the arrangement embodied in the

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Agreement signed between parties on 28 March 1962 and in the letters of agreement dated 24 July 1963 and 23 April 1965.

Signed on behalf of the Signed on behalf of the Government

United Nations Educational, of the Philippines:

Scientific and Cultural

Organization:

(Sgd.) [ILLEGIBLE] (Sgd.) NARCISO RAMOS

Secretary of Foreign Affairs

(Signed on 17 April 1967) (Signed on 22 May 1967)

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