

DRAFT

TRIPARTITE AGREEMENT

BETWEEN

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

AND

THE GOVERNMENT OF GHANA

AND

KWAME NKRUMAH UNIVERSITY OF SCIENCE AND TECHNOLOGY

REGARDING

**THE ESTABLISHMENT OF THE CENTRE OF EXCELLENCE IN
ENGINEERING INNOVATION, MANUFACTURING AND TECHNOLOGY
TRANSFER KUMASI, GHANA AS A
CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The Government of Ghana (hereinafter the “Government”)

and

The United Nations Educational, Scientific and Cultural Organization (UNESCO)

and

The Kwame Nkrumah University of Science and Technology (KNUST), housing the Technology Consultancy Centre;

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of Engineering Innovation, Manufacturing and Technology Transfer;

Recognising that in Ghana’s Medium Term Development Plan (MTDP), there is a strategic commitment by the Government to become a knowledge-based economy and a leader in Science, Technology, Engineering and Mathematics (STEM) education and research;

Further recognising the importance of the KNUST mission which is to operate a world class Centre of Excellence with key focus on providing cutting edge engineering services for the technological advancement of Ghana and Africa

Considering that the Government is keen to develop collaboration between public institutions to create a Centre of Excellence in Engineering Innovation, Manufacturing and Technology Transfer in the sub-region and to strengthen the integration of Africans;

Considering the keenness and readiness of public universities and other private sector stakeholders in Ghana to participate and collaborate with the KNUST;

Recognising the desire of the KNUST to assist the Government in achieving the objectives of its vision, through the establishment of a Centre of Excellence with the ultimate goal to be unsurpassed in excellence, adaptive research and development, technology innovation and transfer, manufacturing skills development and impactful entrepreneurship development, indispensable to the creation of wealth needed by Ghana for its economic and social growth; as well as the development of the African continent.

Considering that the Director-General has been authorized by the General Conference to conclude with the Government of Ghana and the Kwame Nkrumah University of Science and Technology 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 between the Government of Ghana, Kwame Nkrumah University of Science and Technology and UNESCO that shall be granted to the said Centre in this Agreement,

HAVE AGREED AS FOLLOWS:

Article 1 – Definitions

- a. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
- b. “Government” refers to the Government of Ghana
- c. “KNUST” refers to Kwame Nkrumah University of Science and Technology

- d. "TCC" refers to the Technology Consultancy Centre – Kwame Nkrumah University of Science and Technology
- e. "Centre" refers to Centre of Excellence in Engineering Innovation, Manufacturing and Technology transfer – Kwame Nkrumah University of Science and Technology
- f. "Parties" refers to United nations Educational, Scientific and Cultural Organization, the Government of Ghana and the Kwame Nkrumah University of Science and Technology.

Article 2 – Establishment

1. The Kwame Nkrumah University of Science and Technology shall agree to take, in the course of the year 2022, any measures that may be required for the transformation of the existing Technology Consultancy Centre (TCC) - Kwame Nkrumah University of Science and Technology (KNUST) into a Category 2 Centre of Excellence in Engineering Innovations, Manufacturing and Technology Transfer under the auspices of UNESCO, as provided for under this Agreement.
2. The Government shall assist the Kwame Nkrumah University of Science and Technology in taking the measures that may be required for the transformation of the existing institution, Technology Consultancy Centre (TCC) - Kwame Nkrumah University of Science and Technology (KNUST) into a Category 2 Centre of Excellence for Engineering Innovations, Manufacturing and Technology Transfer 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, the Kwame Nkrumah University of Science and Technology and the Government regarding the establishment of the Centre of Excellence in Engineering Innovations, Manufacturing and Technology Transfer – Kwame Nkrumah University of Science and Technology as a Category 2 Centre under the auspices of UNESCO and also the rights and obligations stemming therefrom for the Parties.

Article 4 – Legal status

1. The Centre shall be independent of UNESCO.
2. The Government and the Kwame Nkrumah University of Science and Technology shall ensure that the Centre enjoys within the territory of Ghana the autonomy necessary for the execution of its activities and, through the Kwame Nkrumah University of Science and Technology, the legal capacity to:
 - i. contract;
 - ii. institute legal proceedings;
 - iii. acquire and dispose of movable and immovable property.

Article 5 – Constitutive Act

The Government and the Kwame Nkrumah University of Science and Technology shall ensure that the Statutes of the Centre include provisions describing precisely:

1. the legal status granted to the Centre, within the national legal system, the legal capacity necessary, through the Kwame Nkrumah University of Science and Technology, to exercise its functions and to receive funds, obtain payments for services rendered, and acquire all means necessary for its functioning;
2. a governing structure allowing UNESCO representation within its Governing Board.

Article 6 – Objectives and Functions

In line with the regional priorities and the priorities of the African Union Agenda Vision 2063 and the framework of the 2030 Agenda for Sustainable Development and its SDGs, the Centre is to contribute to and make available knowledge and information on scientific research and link to policy on engineering innovations, manufacturing and technology transfer.

The objectives of the Centre shall be to:

- i. undertake collaborative research to develop and transfer innovative engineering solutions and manufacturing technology for the sustainable development of the West Africa Sub-region and beyond
- ii. provide space for product development, dissemination and knowledge uptake, and facilitate continuous professional development in relevant areas of engineering and technology within the West Africa Sub-region and beyond.
- iii. provide technical assistance to improve competencies and promote standards in manufacturing and technology,
- iv. promote modernisation and automation of indigenous manufacturing and industrial practices, using modern digital and smart technologies
- v. develop policy briefs to inform (and influence) national and sub-regional policy direction on engineering innovation, manufacturing and technology transfer.

The functions of the Centre shall be:

- i. *Knowledge Production*: undertake collaborative research to develop and transfer innovative engineering solutions and manufacturing technology for the sustainable development of the West Africa Sub-region and beyond.
- ii. *Capacity Building*: provide space for product development, dissemination and knowledge uptake, and facilitate continuous professional development in relevant areas of engineering and technology within the West Africa Sub-region and beyond.
- iii. *Technical Service*: provide technical assistance to improve competencies and promote standards in manufacturing and technology,
- iv. *Modernizing Indigenous Technologies*: promote modernisation and automation of indigenous manufacturing and industrial practices, using modern digital and smart technologies
- v. *Policy Advocacy and Information Sharing*: develop policy briefs to inform (and influence) national and sub-regional policy direction on engineering innovation, manufacturing and technology transfer.
- vi. *Building Partnerships*: seek and promote collaboration with regional and international partners to achieve sustainable development and global citizenship targets

Article 7 – Governing Board

1. The Centre shall be guided and overseen by a Governing Board, renewed every 3 years, and include:
 - i. A representative of the Government;
 - ii. representatives of 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 12.2 and have expressed interest in being represented on the Board;
 - iii. a representative of the Director-General of UNESCO.
2. 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.
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 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 and UNESCO.

Article 8 – Contribution by the Government

The Government shall provide the emoluments of staff of the Centre. In addition, the Government shall contribute to the Centre an amount of 2 million US dollars over the first eight years for the administration and proper functioning of the Centre.

Article 9 – Contribution by the Kwame Nkrumah University of Science and Technology

The Kwame Nkrumah University of Science and Technology 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 10 – 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 Kwame Nkrumah University of Science and Technology shall make an annual contribution to the corresponding UNESCO Natural Sciences Sector equivalent to at least US \$1,000 by 31 December of every year from the date of entry into force of this agreement.

Article 11 – UNESCO's Contribution

1. 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.
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.
 - 1.

Article 12 – 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 and to be represented on the Governing Board as a member, as provided for under this Agreement, shall send to the Centre notification to this effect. The director shall inform the Parties to the Agreement and other participating Member States of the receipt of such notifications.

Article 13 – 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 14 – Evaluation

1. 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(s) 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 designated, 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 Agreement.
2. UNESCO shall, for the purpose of the renewal of this Agreement, 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 designated, including global strategies and action plans, as well as sectoral programme priorities. This evaluation, managed by UNESCO, shall be financed entirely by the Government and the Kwame Nkrumah University of Science and Technology.
3. 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 Natural Sciences Sector(s)' website.
4. Following the conclusions of a renewal evaluation, each of the Parties shall have the option of requesting a revision of the contents of the Agreement or of denouncing the Agreement, as envisaged in Articles 18 and 19.

Article 15 – Use of UNESCO's 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 and documents including electronic documents and websites in accordance with the conditions established by the governing bodies of UNESCO.
3. Use of UNESCO's name and logo including in the name, on letter headed paper and documents, including electronic documents and websites of the Centre of Excellence in Engineering Innovations, Manufacturing and Technology Transfer – Kwame Nkrumah University of Science and Technology are strictly prohibited in the absence of a valid agreement with UNESCO.

Article 16 – Entry into force

This Agreement shall apply provisionally from the date of its signature by the Parties and enter into force once the Government has informed the other Parties that all the formalities required to that effect by the domestic laws of Ghana, have been completed.

Article 17 – Duration

This Agreement is concluded for a period of eight years as from its date of provisional application. The Agreement shall be renewed or terminated based on a decision by the Executive Board following a recommendation of the Director-General.

Article 18 – Denunciation

1. Each of the Parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within [30] days following receipt of the notification sent by one of the Parties to the others.

Article 19 – Revision

This Agreement may be revised by written consent between the Government, the Kwame Nkrumah University of Science and Technology, and UNESCO, further to, and taking into account the recommendations of a renewal evaluation.

Article 20 – Settlement of disputes

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

Article 21 – Privileges and immunities

Nothing in or relating to the present Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO

IN WITNESS WHEREOF, the undersigned have signed this Agreement, DONE in 3 copies in English on [...]

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**For the
Kwame Nkrumah
University of Science
and Technology**

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**For the United Nations
Educational, Scientific
and Cultural
Organization**

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**For the Government of
Ghana**