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**Law No. (41) of 2011 Ratifying the Agreement between the Government of the Kingdom of Bahrain and the United Nations Educational, Scientific and Cultural Organization (UNESCO) on the Establishment of the Regional Centre for Information and Communication Technology in Manama, Bahrain**

We Hamad bin Isa Al Khalifa King of the Kingdom of Bahrain

Having reviewed the Constitution;

The Agreement between the Government of the Kingdom of Bahrain and the United Nations Educational, Scientific and Cultural Organization (UNESCO) on the Establishment of the Regional Centre for Information and Communication Technology in Manama, Bahrain;

The Shura Council and the Council of Representatives have approved the following law, which we have ratified and enacted:

**Article One**

The Agreement between the Government of the Kingdom of Bahrain and the United Nations Educational, Scientific and Cultural Organization (UNESCO) on the Establishment of the Regional Centre for Information and Communication Technology in Manama, Bahrain, attached to this law, has been ratified.

**Article Two**

The Prime Minister and the ministers - each within his jurisdiction - shall implement this Law, and it shall come into force from the day following the date of its publication in the Official Gazette.

**King of Kingdom of Bahrain**

**Hamad bin Isa Al Khalifa**

Issued at Riffa Palace

**On:** 27 Muharram 1433 A.H.

Corresponding to: 22 December 2011

**Agreement between the Government of the Kingdom of Bahrain and the United Nations Educational, Scientific and Cultural Organization (UNESCO) on the Establishment of the Regional Centre for Information and Communication Technology in ، Manama, Bahrain;**

Preamble

Considering the Constitution of the United Nations Educational, Scientific and Cultural Organization adopted on 16 November 1945,

Considering the proposal submitted by the Government of the Kingdom of Bahrain to establish a regional centre on its territory, concerned with applications of information and communication technologies aimed at harnessing the potential of such technologies for acquiring and exchanging knowledge, and operating under the auspices of UNESCO,

Noting that the Government of the Kingdom of Bahrain has already taken practical steps to provide the necessary facilities for this centre,

Considering that the General Conference of UNESCO has authorized the Director-General of UNESCO to conclude an agreement with the Government of the Kingdom of Bahrain in accordance with the draft agreement presented to the General Conference,

With the aim of specifying the terms and conditions governing the contribution granted to the aforementioned centre in this agreement, we have agreed as follows:

**Article One - Interpretation**

In this agreement, the term "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization, and the term "Government" refers to the Government of the Kingdom of Bahrain.

**Article Two - Establishment**

The Government agrees to take the necessary measures to establish the Regional Centre for Information and Communication Technology (referred to hereinafter as "the Centre"), with its headquarters located at the premises designated by the Ministry of Education in the Kingdom of Bahrain (referred to hereinafter as "the Ministry of Education") in Manama, Bahrain, in accordance with the provisions stipulated in this agreement.

**Article Three - Participation**

1. The Centre is an independent institution under the Ministry of Education, serving the member states of the organization that wish to collaborate with the Centre due to their common interest in the objectives of its activities in the field of information and communication technologies, aiming to achieve sustainable development of educational and scientific resources.

2. Member states of UNESCO that wish to participate in the activities of the Centre, as provided for in this agreement, shall notify the Director-General of UNESCO accordingly, and the Director-General shall inform the Centre and the aforementioned member states upon receiving such notification.

**Article Four - Purpose of the Agreement**

The purpose of this agreement is to determine the terms and conditions for cooperation between UNESCO and the relevant government, as well as the rights and obligations arising therefrom for both parties.

**Article Five - Legal Personality**

The Institute, within the territory of the Kingdom of Bahrain and within the framework of the authority of the Ministry of Education, shall enjoy the necessary civil personality and legal capacity to carry out its functions, particularly including the following capacity:

- Contracting

- Taking legal actions

- Possessing and disposing of movable and immovable property

**Article Six - Constitution**

The Constitution of the Centre shall include provisions concerning the following:

1. The legal status that guarantees the Institute, within the framework of national legislation, the necessary independent legal capacity to exercise its functions and receive financial assistance, receive payments for the services it provides and possess all necessary means.

2. A management structure for the Centre that allows representation of UNESCO in its management body.

**Article Seven - Objectives and Functions**

The objective of the Centre is to contribute to the development of the Arab region by harnessing the potential of information and communication technologies for capacity-building in the area of knowledge exchange and acquisition through the establishment of a knowledge centre serving the member states of the Gulf Cooperation Council and Yemen through the following:

1. Enhancing creativity, innovation and practical applications of information and communication technologies for lifelong capacity-building and professional skills development.

2. Empowering the design, preparation, actual production and dissemination of knowledge products for purposes of sustainable development.

3. Encouraging the creation and dissemination of Arabic digital content.

4. Mobilizing all resources, technical expertise and contributions from the private sector related to the applications of information and communication technologies.

2- The Centre's tasks shall be defined in a way that contributes to the use of information and communication technologies for knowledge acquisition and exchange, with the aim of promoting sustainable development. In particular, the tasks of the Centre shall include working as:

1) An idea lab to develop plans, policies and strategic practices through networking professionals at the regional level, including organizing direct meetings or establishing a virtual community of practitioners in the Centre's area of expertise.

2) A centre for exchanging ideas on theories, experiences and best practices in the application of information and communication technologies for the purpose of exchange and acquisition of knowledge worldwide.

3) A capacity-building institution that provides education and training for trainers in fields related to capacity building in information and communication technologies for the purpose of knowledge sharing and acquisition. This shall include system development, application preparation, computer literacy, information literacy, and so forth.

4) A research centre for developing and coordinating research aimed at finding technological solutions for knowledge acquisition and sharing.

5) A technology centre that provides advanced computing infrastructure to enhance wide-scale data processing applications, scientific research and high-performance computing.

3- The centre shall work towards achieving the mentioned objectives and performing the tasks in close coordination with the organization's programs in the field of harnessing the potential of information and communication technologies for knowledge acquisition and sharing.

4- The Centre's ability to fulfil the aforementioned tasks depends on the extent of international and regional support that can be mobilized in its favour.

**Article Eight - Board of Directors**

The Centre shall be directed and supervised by a Board of Directors consisting of:

1. Permanent members to be chosen as follows:

a. The Board shall be presided by the Minister of Education who is also the head of the National Commission for UNESCO or his representative

b. A representative from the private sector in the field of communication and information.

c. A representative from the Ministry of Education, in addition to the Minister or his representative.

d. A representative from the University of Bahrain.

e. A representative of the Director-General of UNESCO

f. A representative of each of the member states of the Gulf Cooperation Council and Yemen.

g. A representative from the Arab Bureau of Education for the Gulf States.

2. Provisional members to be chosen as follows: Based on a decision of the representatives of the Board of Directors, a seat shall be granted to a limited number of member states in the region that have notified the Director-General and make a significant contribution to the Centre's annual budget or its management.

3. The Board of Directors shall perform the following:

a- Approving long-term and medium-term programs of the Centre.

b- Approving the annual work plan and budget of the Centre, including the staffing table.

c- Reviewing the annual reports submitted by the Centre's Director.

d- Establishing regulations and rules for the Centre and determining its financial and administrative procedures, as well as procedures related to staff management.

s- Deciding on the participation of regional intergovernmental and international organizations in the work of the Centre.

4. The Board of Directors shall hold ordinary sessions at regular intervals, at least once per calendar year. It may also hold extraordinary sessions if convened by its President, either on their own initiative or upon request by the Director-General of UNESCO.

5. The Board of Directors shall adopt its rules of procedure, and the government and UNESCO shall determine the procedures to be followed in its first meeting.

6. The Board of Directors shall be presided by the representative of the Minister of Education.

7. The Board of Directors shall the deadlines and the indicators for the Centre's internal evaluation, and shall appoint evaluators

**Article Nine - Executive Committee**

In order to ensure the effective operation of the Institute during the intervals between its sessions, the Board of Directors shall delegate certain powers to a permanent Executive Committee, the membership of which shall be determined by such powers as it deems necessary.

**Article Ten - Technical Advisory Committee**

1. The Board of Directors shall seek executive advice from a Technical Advisory Committee.

2. The Technical Advisory Committee shall be composed of:

(a) "Permanent members" shall be selected to represent the Gulf Cooperation Council and Yemen (one member per country). The Gulf Cooperation Council itself shall determine these members which shall be appointed by the Board of Directors on a rotational basis every four years.

The permanent members shall contribute to the identification of regional and local activities that may require specific technical expertise from the Centre.

(b) "Advisory members" shall also be appointed, including representatives from other member states, the private sector, non-governmental organizations and international experts, selected from among partners and experts involved in UNESCO's network for the use of information and communication technology in the field of education.

The UNESCO Secretariat shall be responsible for identifying and nominating the advisory members, and the Board of Directors shall appoint them for a period of four years on a rotational basis.

When necessary, the Director of the Centre, in consultation with the Board of Directors, may invite the advisory members to seek their advice on expanding the range of services provided by the Centre, undertaking its projects and activities and expanding the Centre's fund raising strategy and strengthening of its capacities.

**Article Eleven - Secretariat**

1. The Secretariat of the Centre shall consist of a Director and the necessary staff for the proper functioning of the Centre.

2. The President of the Board of Directors, in consultation with the Director-General of UNESCO, shall appoint the Director of the Centre.

3. From among the other members of the Secretariat may be

(a) Employees of UNESCO may be temporarily seconded and placed at the disposal of the Institute, as provided for in the regulations of UNESCO and in the decisions of their governing bodies.

(b) Any person appointed by the Director as provided for in the procedures determined by the Board of Directors.

(c) Government seconded to the Institute, as provided for in the provisions of the government's regulations.

**Article Twelve - Functions of the Director**

The Director shall have the following functions:

a) Managing the work of the Institute in accordance with the programs and guidelines set by the Board of Directors.

b) Proposing the draft work plan and budget to be presented to the Board of Directors for approval.

c) Preparing the provisional agenda for the sessions of the Board of Directors and presenting any proposals that may be beneficial for the management of the Institute to the Board.

d) Preparing and submitting reports on the activities of the Institute to the Board of Directors.

e) Representing the Institute in legal matters and all civil affairs.

**Article Thirteen - UNESCO's Contribution**

1. UNESCO shall provide the necessary technical assistance for the development of short-term, medium-term, and long-term programs of the Centre.

2. The organization shall encourage international governmental, non-governmental and private financial entities involved in information technology, as well as Member States of UNESCO, to provide financial and technical assistance and propose relevant projects to the Centre. It shall facilitate communication with other international organizations relevant to the functions of the Centre.

3. The organization shall supply the Centre with publications and other relevant materials and disseminate information about the Centre's activities through UNESCO's website "Web World” and media releases, among other available mechanisms.

4. When necessary, the organization shall participate in educational, scientific, technical and training meetings organized by the Centre.

5. UNESCO may provide financial contributions for specific activities undertaken by the Centre only if they are deemed to be in line with UNESCO's programme priorities only if they are included in UNESCO's program and budget. UNESCO may provide financial support for administrative or institutional purposes.

**Article Fourteen - Government’s Contribution**

The government shall provide all the financial and in-kind resources necessary for the management and proper functioning of the Centre. The Government of the Kingdom of Bahrain shall provide the necessary financial resources for the implementation of the Centre's programme and activities. The government's contribution to the establishment and operation of the Centre includes the following:

a) The Board of Directors shall determine the financial contribution of each participating country, particularly the countries of the Gulf Cooperation Council and Yemen.

b) Other Arab countries shall be encouraged to join the Centre and make financial contributions. The Board of Directors shall also determine the size of this contribution.

c) The Government of the Kingdom of Bahrain, as the host country of the Centre and the president of the Board of Directors, shall assume full responsibility for maintaining the Centre's headquarters and providing the necessary administrative and technical staff to perform its functions.

**Article Fifteen - Other Conditions**

1. The assistance provided by the organization shall not prevent the government from receiving additional assistance from other United Nations agencies or from member states of the organization, whether under unilateral or bilateral agreements with the government or from private institutions.

2. The government shall notify the organization of the assistance mentioned in the previous paragraph and consult with it regarding such assistance.

**Article Sixteen - Responsibility**

As the Centre is legally independent from the organization, the organization shall not be legally responsible for it and shall not assume any financial or non-financial obligations towards it, except as explicitly stated in the provisions of this agreement.

**Article Seventeen - Evaluation**

1. The UNESCO and the government, jointly or separately, may conduct evaluations of the Centre's activities at any time to verify the following:

- Whether the Centre is making a significant contribution to achieving the strategic objectives of UNESCO.

- Whether the activities carried out by the Centre are consistent with the activities outlined in this agreement.

2. UNESCO and the government shall agree to provide the Centre's Board of Directors, at the earliest opportunity, with a report on any evaluations they conduct.

3. Each of the contracting parties shall reserves the right to terminate this agreement or request amendments to its contents based on the results of any evaluation conducted.

**Article Eighteen - Use of the UNESCO Name and Logo**

1. The Centre shall indicate its affiliation with UNESCO and may, therefore, use the phrase "Under the auspices of UNESCO" after its name.

2. The Centre shall be authorized to use the UNESCO logo or a variation thereof on its papers and documents in accordance with the conditions established by the governing bodies of UNESCO.

**Article Nineteen - Entry into Force**

This agreement shall enter into force upon signature by both contracting parties, when each party has notified the other in writing of the completion of all necessary formalities required for this purpose under the internal laws of their respective countries and the internal regulations of UNESCO. The date of receipt of the last notification shall be considered the date of entry into force of this agreement.

**Article Twenty - Duration of the Agreement**

This agreement shall be concluded for a period of ten years, starting from its entry into force, and may be renewed by implicit agreement.

**Article Twenty One - Final Provisions**

1. Without prejudice to the foregoing, both UNESCO and the Government shall have the right to unilaterally terminate this agreement by giving written notice to the other party. In such a case, the agreement shall terminate after a period of ninety (90) days from the date of receipt of this notice. However, the termination shall not affect the obligations stipulated under this agreement that the parties have contracted but not fulfilled as of the date of the aforementioned notice.

2. This agreement may be amended by mutual agreement between the government and UNESCO.

3. Any dispute between UNESCO and the Government regarding the interpretation or application of this agreement, if not settled through negotiation or any other appropriate means agreed upon by the parties, shall be referred to an Arbitral Tribunal composed of three members to make a final decision. One member shall be appointed by the government representative, the second member shall be appointed by the Director-General of UNESCO, and the third member, president of the Arbitral Tribunal, shall be chosen by the first two members. If the two members of the Arbitral Tribunal are unable to agree on the selection of the third member, the President of the International Court of Justice shall appoint that third member. The decision of the Arbitral Tribunal shall be final.

4.The obligations undertaken by UNESCO and the Government under this agreement shall continue to be binding even after its expiry, to the extent necessary to fulfil the definite commitments regarding the withdrawal of personnel, funds and assets of the organization, as well as the settlement of accounts between the parties to this agreement.

Done at Geneva on 26 November 2008, in two original copies in the Arabic and English languages.

By the Government of the Kingdom of Bahrain By the United Nations Educational, Scientific and Cultural Organization

Majed bin Ali Al-Naimi

Kōichirō Matsuura

Minister of Education

Director-General