Memorandum of Understanding

between the International Bureau of Education (IBE) – United Nations Educational, Scientific and Cultural Organization (UNESCO), Geneva, Switzerland, and the International Academy of Education (IAE), Brussels, Belgium, regarding the publication of the Education Practices series

THIS MEMORANDUM OF UNDERSTANDING (MoU) is entered into on 5 March 2018, “Effective Date” between the International Bureau of Education (IBE) – United Nations Educational, Scientific and Cultural Organization (UNESCO), Geneva, Switzerland, a global center of excellence in curriculum and related matters, working within the framework of the 2030 Agenda for Sustainable Development, 15, route des Morillons, 1218 Le Grand-Saconnex, Geneva, Switzerland, and represented by Dr. Mmamathetsa Marope as the Director of IBE-UNESCO.

And the International Academy of Education (IAE), a leading non-profit organization dedicated to strengthening the contributions of research, solving critical educational problems throughout the world, and providing better communication among policy makers, researchers and practitioners, Palais des Académies, 1, rue Ducale, 1000 Brussels, Belgium, and represented by the Executive Director of the IAE, currently Professor Barry Fraser of Curtin University.

Purpose of Agreement

This agreement sets out the terms by which the International Bureau of Education (IBE) – United Nations Educational, Scientific and Cultural Organization (UNESCO) and the International Academy of Education (IAE) will collaborate to publish the Education Practices series. The signatories agree to support common activities for an initial period of 3 years.

Background

The IBE knowledge brokerage initiative is the result of the IBE’s efforts to establish a global partnership that recognizes the role of knowledge brokerage as a key mechanism for improving the substantive access of policy makers and diverse practitioners to cutting-edge knowledge. Increased access to relevant knowledge can also inform education practitioners, policymakers and governments how this knowledge can help address urgent international concerns, including but not limited to curriculum, teaching, learning, assessment, migration, conflict, employment and equitable development.

Governments need to ensure that their education systems meet their core and indisputable mandate, which is to promote learning and, ultimately, to produce effective lifelong learners. With the aggressive pace of contextual change in 21st century, lifelong learning is a critical source of adaptability, agility to adapt, and the resilience required to meet challenges and opportunities. Yet, for many countries around the world, effective facilitation of learning remains a daunting challenge. Learning outcomes remain poor and inequitable.
Intolerably high proportions of learners fail to acquire prerequisite competencies for lifelong learning such as sustainable literacy, digital literacy, critical thinking, communication, problem solving, as well as competencies for employability and for life. Systems’ failure to facilitate learning co-exists with impressive advancements in education research, driven by research from diverse fields, including the sciences of learning, particularly the neuroscience of learning, and advancements in technology.

The IBE’s initiative seeks to close the gap between scientific knowledge on learning and its application in education policies and practice. It is driven by the conviction that a deeper understanding of learning should improve teaching, learning, assessment, and policies on lifelong learning. To effectively envision and guide required improvements, policymakers and practitioners must be fully cognizant of the momentous dialogue with research.

The IBE’s initiative recognizes the advancements already made, but also that there is still much more work to be done. This can only be achieved through solid partnerships and a collaborative commitment to building on previous lessons learned and continued knowledge sharing.

The Educational Practices booklets will inform education policymakers and practitioners on the latest research, so they can better make decisions and interventions related to curriculum development, teaching, learning and assessment.

**Article I. Responsibilities of Parties**

1.1 Production of the Educational Practices

- a) The two parties will jointly support the development of “booklets” for both IAE and IBE–UNESCO audiences. For IBE–UNESCO, the booklets will inform education policymakers and practitioners on the latest research, so they can better make decisions and interventions related to curriculum development, teaching, learning and assessment. For the IAE, the booklets are meant to translate high-quality scientific research for a policy and education audience. The booklets will be deposited on both the IBE and the IAE platforms, offering substantive access to the latest research, with implications for policy makers and practitioners.

- b) An Editorial Board will be established to guide the Educational Practices Series, comprising representatives of the IAE and the IBE. The Board comprises 5-7 persons, designated by the IAE, but can be expanded, as agreed by the IAE and the IBE. From the IBE, a Managing Editor and one other person will round out the Board.

- c) The Editorial Board will be directed by the IAE and IBE Co-chairs. The IBE Co-chair will be the IBE Director. The IAE Co-chair will be designated by the IAE.

- d) At least one booklet will be published yearly.
e) Planning the topics and authorship is a collaborative process between the IBE and the IAE. To this end, the Co-chairs will invite the Editorial Board members to suggest topics, and, for each topic, two or three potential authors of a booklet on that topic. Topics should be relevant to the IBE’s mission and goals.

f) The IBE will cover the costs pertaining to the production of the booklets, including copy-editing, typesetting, printing, and distribution.

g) The two parties will draft and submit joint funding proposals to support research translation and booklet production, targeting foundations, European and US partners; and the private sector.

h) In case of insufficient funds to print out the booklets, they will only be accessible in electronic form, on both the IBE and the IAE websites.

i) Copy-right of the booklets will be with the IBE, who shall deal with all requests for using, copying, translating, etc. the texts of the booklets.

1.2 Other Areas of Consideration

a) Publishing a book based on selected Education Practices booklets

The Editorial Board may decide to compile a book, based on selected booklets, on relevant topics. Other joint activities can be initiated, with equal representation from the IBE, the IAE, and any other relevant organizations. An expert group meeting could be considered later in order to bring together interested stakeholders from education research, and policymaking communities to discuss and identify current topics of common interest and potential opportunities for collaboration.

b) Clearinghouse on the Science of Learning and Brain Research

An IBE-UNESCO Clearinghouse on the Science of Learning will offer a global platform for the best currently available knowledge on the science of learning, and provide education practitioners and policymakers with reliable evidence which they can use to make informed decisions. The IAE can contribute to the clearinghouse, by depositing research-based information and publications on the platform.

Article II. Timeline

2.1 The first booklet will be published by December 2018.
Article III. Waiver and Amendment

3.1 No waiver, amendment or modification of this MoU shall be effective unless in writing and executed by both parties.

Article IV. Term & Termination

4.1 This MoU shall be in effect from the date of its signature by the Parties.

4.2 This MoU may be terminated by either Party with prior written notice of 5 (five) months.

ARTICLE V. Channel of Communication and Notice

5.1. For the purpose of facilitating the implementation of the working arrangements to be established by the Parties of this MoU, the channel of communication for the Parties shall be:

a) For IBE-UNESCO

Address: 15 Route des Morillons, 1218 Grand-Saconnex, Geneva, Switzerland
Tel.: +41 22 917 78 00
Fax: +41 22 917 78 01
E-mail: ibe.director@unesco.org

b) For the International Academy of Education:

Address: School of Education, Curtin University, GPO Box U1987, Perth WA Australia
Telephone: +61-8-9266-7896
E-mail: B.Fraser@curtin.edu.au.

5.2. Either Party hereto may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this Article.

ARTICLE VI. General Conditions

6.1 Use of the Name, Emblem or Official Seal

Unless authorized in writing by the other Party, in conformity with its rules and regulations concerning the use of the name and logo, neither Party shall use the name,
acronym or official logo of other Party, or any abbreviation thereof for advertising or any other purposes.

6.2 **Status of the Parties**
Both Parties will respect the status, principles and objectives of each other.

6.3 **Status of the Partner**
Nothing in this MoU shall be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement or other similar relationship. Neither the Partner nor anyone whom it may employ shall be considered as an agent of IBE-UNESCO or a member of the staff of IBE-UNESCO and, except as otherwise provided herein, shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit IBE-UNESCO to any expenditure or other obligations.

6.4 **Conformity with Laws**
The Partner agrees to respect the laws of the country it is operating in and guarantees that it will not permit any official of IBE-UNESCO to receive a direct or indirect profit from this MoU.

6.5 **Privileges and Immunities of IBE-UNESCO**
Nothing in or relating to the present MoU shall be deemed a waiver of any of the privileges and immunities of IBE-UNESCO.

6.6 **Anti-bribery policy**
In performing its obligations under this MoU, IBE-UNESCO will comply with all rules and regulations applicable to UNESCO, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Furthermore, IBE-UNESCO will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform. “Government officials” include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.

6.7 **Assignment**
None of the Parties shall assign, transfer, pledge or make other disposition of the present MoU or any part thereof or of any of their rights, claims or obligations under the present MoU except with the prior written approval of the other Parties. Any of the aforementioned actions taken without such written approval shall not be valid.

6.8 **Settlements of Disputes**
All disputes arising out of or in connection with the present MoU shall be settled by mutual understanding. However, if no amicable settlement can be arrived at, any dispute shall be arbitrated according to the rules defined by UNCITRAL (United Nations Commission on International Trade Law). The place of arbitration shall be agreed mutually by the Parties. The language of arbitration shall be English. The decisions of the arbitral tribunal shall be based on general principles of international commercial law, as codified in UNIDROIT Principles. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

6.9 Term and Termination

6.9.1 The present MoU will be valid for a period of 3 years from the last signature date of the MoU.

6.9.2 Either Party may terminate the present MoU upon 1 (one) month written notice to the other Party. In particular, the Partner may withdraw from the MoU and cease all financial contributions if the funds it has contributed have not been directly available to the Project.

6.9.3 Upon the termination of the present MoU, either Party shall not use the other Party’s name, emblem or official seal, or any abbreviation of name, for promoting the Project or any other purposes.

6.9.4 Upon the termination of the present MoU, both Parties shall inform all relevant, past, actual or potential partners (including all persons or bodies that have been informed about the MoU), that the MoU is terminated.

6.10 Amendment

This MoU, including this provision, may not be waived, modified or changed in any manner except by a written amendment signed by each of the parties hereto.

6.11 Non-Exclusivity

It is understood that this MoU does not confer either Party any exclusivity regarding activities such as those covered by this MoU, and each Party accepts that the other Party is currently collaborating on similar activities worldwide with other partners.

6.12 Indemnification

The International Academy of Education shall hold harmless, defend and indemnify IBE-UNESCO against all lawsuits, claims, costs and liabilities resulting from any disputes occurring under the present MoU and which arise out of acts or omissions of the International Academy of Education.
Done in two original copies with English as the language of the official text

The International Bureau of Education
of United Nations Educational, Scientific and Cultural Organization (IBE-UNESCO)

Dr. Mmantsetsa Marope
Director

5 March 2018
Date: ____________________________

Dr. Barry Fraser,
Executive Director

Date: 6 March 2018