



Signature of the Updated EUCLID Framework Agreement by the Government of Eritrea



*H.E. Ambassador Araya Desta
and Deputy Permanent Representative Tesfa Seyoum,
with EUCLID Assistant Secretary-General Imara Johnpullé*

*2010
Signed in: New York*



ACCORD CADRE MIS A JOUR CONCERNANT LA PARTICIPATION DES PARTIES A EUCLIDE TELLE QUE CONSTITUÉE ET DÉFINIE ICI

Les Parties Participantes,

S'appuyant sur divers accords signés entre 2005 et 2008 ;

Cherchant à promouvoir le Développement Durable de leurs nations, en particulier par la promotion de l'accès à l'éducation supérieure certains groupes spécifiques tel que les femmes, les officiels et fonctionnaires éligibles, ainsi que pour le grand public ;

Convienent comme suit :

Article I

Les Parties participent déjà et continuent à participer à EUCLIDE / EUCLID (Euclid University) (pouvant aussi être appelé *Pôle Universitaire Euclide*) qui a déjà et qui continue à avoir la personnalité juridique internationale, un statut sans but lucratif, et les capacités telles que nécessaire à l'exercice de ses fonctions et pour accomplir ses objectifs. EUCLID (Euclid University) est déjà et continue à être éligible pour la protection de sa propriété intellectuelle par l'Organisation Mondiale de la Propriété Intellectuelle en accord avec l'Article 6ter de la Convention de Paris.

Afin d'assurer l'utilité internationale des formations offertes, EUCLIDE est autorisée à conférer des diplômes, titres et certificats accrédités par les ministères de l'Education des Parties Participantes. EUCLIDE, membre du Consortium Euclide, reçoit le mandat de faciliter l'accès universel à l'éducation supérieure et de promouvoir l'acquisition du savoir et des compétences sous la supervision des ministères de l'Education et des Affaires Etrangères des Parties Participantes.

Article II

Les Parties Participantes ne prennent aucun engagement budgétaire ou financier en rapport avec EUCLIDE au delà de contributions volontaires. Elles ne seront pas non plus responsables, individuellement ou collectivement, pour aucune dette, passif ou obligations contractés par l'institution.

Initiales ci-dessous :

Article III

Les opérations d'EUCLIDE sont régularées par ses statuts (considérés comme Annexe) qui sont postés officiellement à www.euclid.int/statutes.pdf

Article IV

Tout Etat ou entité éligible pourra à tout moment notifier le Secrétaire Général (précédemment aussi désigné comme Président Exécutif) d'EUCLIDE de sa requête de participer à l'organisation. Si la requête est approuvée, la participation deviendra effective 15 jours après la date de dépôt de l'instrument approprié.

Article V

Cet accord cadre peut être modifié par accord mutuel des Parties, le Secrétaire Général d'EUCLIDE agissant comme dépositaire pour enregistrement sous Article 102 auprès du Secrétariat Général des Nations Unies.

Article VI

Ce mémorandum multilatéral et ouvert renouvelle et met à jour l'accord précédent déjà approuvé par 8 Parties et il entre en vigueur à la date de signature par deux Parties. Il reste en vigueur pour chaque Partie jusqu'à sa déclaration d'intention de terminer sa participation en fournissant au Secrétaire Général une notification écrite au moins six mois avant la rescision de sa participation.

Si cet accord est abrogé pour une raison quelconque en accordance avec les procédures décrites ci-dessus, les Parties peuvent poursuivre toute activité initiée avant sa résiliation.

FAIT à _____, le _____ en deux exemplaires, en anglais ou français (les deux textes ayant la même validité).

Etat Participant: _____
Pour le gouvernement _____, *dument autorisé aux fins des présentes*



UPDATED FRAMEWORK AGREEMENT REGARDING THE PARTIES' PARTICIPATION IN
EUCLID AS CONSTITUTED AND DEFINED HEREIN

The Participating Parties,

Building on the results of various agreements signed between 2005 and 2008;

Seeking to promote the Sustainable Development of their nations, especially by promoting accessibility to higher education for special service groups such as women, eligible government officials and staff, as well as for the general public;

Have agreed as follows:

Article I

The Parties are and shall continue to participate in EUCLID (Euclid University) (also properly called *Pôle Universitaire Euclide*) which already has and shall continue to have international legal personality, not-for-profit status, and such capacities as may be necessary to exercise its functions and fulfill its objectives. EUCLID (Euclid University) already is and shall continue to be eligible for intellectual property protection by the World Intellectual Property Organization under Article 6ter of the Paris Convention.

In order to ensure the international usefulness of the programs offered, EUCLID already is and shall continue to be chartered to confer diplomas, degrees and completion certificates accredited by the ministries of education of the Participating Parties. EUCLID, a member of the Euclid Consortium, receives the ongoing mandate to facilitate universal access to higher education and to foster the acquisition of knowledge and competencies under the supervision of the ministries of Education and Foreign Affairs of the Participating Parties.

Article II

The Participating Parties shall not be required to provide financial support to EUCLID beyond voluntary contributions, nor shall they be responsible, individually or collectively, for any debts, liabilities or obligations of the institution.

Initial below:

Article III

EUCLID's operations are and shall continue to be regulated by its statutes (considered as Annex) which are posted officially at www.euclid.int/statutes.pdf

Article IV

Any State or eligible entity may at any time notify the EUCLID Secretary General (formerly also designated as Executive President) of its request to participate in the organization. If the request is approved, participation shall become effective 15 days after the date of deposit of the proper instrument.

Article V

This framework agreement can be modified by mutual agreement of the Parties, the EUCLID Secretary General acting as depositary for Article 102 registration with the UN Secretariat General.

Article VI

This multilateral and open memorandum renews and updates the previous agreement already approved by 8 Participating Parties and it shall enter into force on the date of signature by two Parties. It shall continue for each Party until it declares its intent to terminate its participation by providing to the Secretary General a written notification no less than six months prior to the termination of its participation.

Should this agreement be terminated for any reason in accordance with the procedures outlined above, the Parties can continue with any activity initiated before its termination.

DONE at _____, _____ of _____ in duplicate, in the English or French language (both texts having equal force).

Participating State:

For the government of _____, _____ (duly authorized thereto)

General. Article VI This multilateral and open memorandum renews and updates the previous agreement already approved by 8 Participating Parties and it shall enter into force on the date of signature by two Parties. It shall continue for each Party until it declares its intent to terminate its participation by providing to the Secretary General a written notification no less than six months prior to the termination of its participation. Should this agreement be terminated for any reason in accordance with the procedures outlined above, the Parties can continue with any activity initiated before its termination. DONE at New York, <u>12/08/2010</u>, in duplicate, in the English or French language (both texts having equal force).	Général des Nations Unies. Article VI Ce mémorandum multilatéral et ouvert renouvelle et met à jour l'accord précédent déjà approuvé par 8 Parties et il entre en vigueur à la date de signature par deux Parties. Il reste en vigueur pour chaque Partie jusqu'à sa déclaration d'intention de terminer sa participation en fournissant au Secrétaire Général une notification écrite au moins six mois avant la rescision de sa participation. Si cet accord est abrogé pour une raison quelconque en accordance avec les procédures décrites ci-dessus, les Parties peuvent poursuivre toute activité initiée avant sa résiliation. FAIT à New York, le <u>12/08/2010</u> en deux exemplaires, en anglais ou français (les deux textes ayant la même validité).
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Signature Block / Block pour la Signature

Participating State / Etat Participant: ERITREA
Name / Nom: Araya Desta
Title / Titre: Ambassador, Permanent Representative to
the United Nations, duly authorized thereto



Reservation: Article 1b (accreditation) does not apply inasmuch as in the case of Eritrea, academic accreditation can only be granted by the National Board of Higher Education. While taking note of the accreditation of the other Participating Parties, the government of Eritrea does not hereby preempt the role of its National Board of Higher Education.

EUCLID STATUTES

In this document, EUCLID (Euclid University) is also referred to as 'EUCLID,' 'the Organization' or 'the Institution.'

SECTION I: **PREAMBLE**

Par. (1) Intention

These Statutes are referred to and approved as Annex in Article III of the intergovernmental agreement entitled “UPDATED FRAMEWORK AGREEMENT REGARDING THE PARTIES’ PARTICIPATION IN EUCLID AS CONSTITUTED AND DEFINED HEREIN.” They are posted officially at <http://www.euclid.int/statutes.pdf> and they define the operations of EUCLID (Euclid University) as an international educational Framework and Institution.

The operations of the Euclid Consortium (distinct from EUCLID) are defined by the individual participation agreements signed with the participating universities.

Par. (2) Context and Background

The signatories of the intergovernmental agreement entitled ‘Participation in the Euclid Educational Framework’ (“OPEN MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE PARTICIPATING EUCLID PARTIES REGARDING THEIR PARTICIPATION IN THE EDUCATIONAL FRAMEWORK DEFINED HEREIN”), subsequently updated under the designation “UPDATED FRAMEWORK AGREEMENT REGARDING THE PARTIES’ PARTICIPATION IN EUCLID AS CONSTITUTED AND DEFINED HEREIN,” also referred to as ‘the EUCLID Agreement;’

- Having considered the fact that the Euclid Consortium was formed in 2005/2006 by means of international agreements between the *Université Libre Internationale* (Brussels, Belgium) / *Université Libre du Burkina*, the University of Bangui (Central African Republic), and the Ministry of Education of Chad / University of N’Djamena, under the High Stewardship of the Ambassador of the Central African Republic in Washington, D.C., Emmanuel Touaboy, and administered by the International Organization for Sustainable Development;
- Having considered the governmental-ministerial and intergovernmental accreditation or recognition granted to Euclid’s programs and joint-degree issuance protocol by the Minister of Education of the Republic of Chad, Dr. Idriss Oumar Al-Farouk and confirmed by a Memorandum of Understanding between the Islamic Chamber of Commerce and Industry and the International Organization for Sustainable Development;

- Having considered the high level of interest expressed by many governments and government officials regarding the programs offered;
- Noting that government officials from various countries have already benefited from Euclid's programs with full or partial scholarships;
- Desiring to ensure that the educational programs offered by this international framework should be globally recognized;
- Seeking to promote the Sustainable Development of their nations, especially by promoting accessibility to higher education;
- Having referred to the statutes and programs of the Academy of European Law (era.int) as a model of international cooperation in the field of specialized education;
- Desiring to take advantage of an international academic think-tank able to function as an advisory resource to the Participating Parties;

Are therefore Participating Parties in EUCLID.

SECTION II: **THE EUCLID COLLABORATIVE FRAMEWORK**

Par. (1) Name and Legal Personality

The Institution / Organization is known as Euclid University (in English) and Pôle Universitaire Euclide / Université Euclide (in French), or simply as "EUCLID." Its constitutive document is the "OPEN MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE PARTICIPATING EUCLID PARTIES REGARDING THEIR PARTICIPATION IN THE EDUCATIONAL FRAMEWORK DEFINED HEREIN," subsequently updated under the designation "UPDATED FRAMEWORK AGREEMENT REGARDING THE PARTIES' PARTICIPATION IN EUCLID AS CONSTITUTED AND DEFINED HEREIN," which grants EUCLID international legal personality (Article I), and which implies such capacities as may be necessary to exercise its functions and fulfill its objectives, *inter alia*, the capacity to:

- a. Acquire and dispose of real and personal property;
- b. Enter into contracts and other types of agreements;
- c. Hire staff and accept personnel on loan;
- d. Institute and defend in legal proceedings;
- e. Invest the money and property of the Organization;
- f. Take other lawful actions necessary to accomplish the objectives of the Organization.

Par. (2) Headquarters and Offices

The operational offices of EUCLID are allowed to remain in Brussels, Belgium and may be relocated or extended elsewhere upon recommendation of the Governing Board or by resolution of the Oversight Council.

The Organization may establish or maintain operational offices and regional headquarters in other locations to support its activities.

SECTION III: OBJECTIVES

The mission of EUCLID is to:

- a. Develop and offer training programs for officials and employees of the Participating Parties, especially Ministry and University senior staff;
- b. Develop and offer high-quality degree programs for the general public, regardless of location and citizenship;
- c. Facilitate the creation of cooperative networks and programs relevant to its educational initiatives;
- d. Promote the international image of the Participating Parties, as well as cooperate with and offer support to the educational institutions located in the Participating Parties;
- e. Broaden the understanding of the field of distance education and to promote the implementation and dissemination of methods, norms, rules and guidelines that apply to this field;
- f. Function as a think-tank and technical advisor to the Participating Parties, including in such areas as public relations, e-government, MCC support and general grant writing or fundraising;
- g. Strengthen and support the national capacity to engage in Sustainable Development through ad-hoc training and education, while taking into consideration the traditional social and cultural values of each nation.

In order to accomplish the foregoing objectives, EUCLID may engage in the following types of activities, *inter alia*:

- a. Create secondary institutes and associations;
- b. Develop global networks;
- c. Establish and maintain Information Services;
- d. Provide advice, guidance and support on issues pertaining to the field of Educational Access and Methods, Sustainable Development, International Relations, etc.;

- e. Encourage education, research and the dissemination of research findings;
- f. Organize and facilitate conferences, seminars and educational programs dealing with distance education, educational methodologies, economic development, educational access, human knowledge, etc.;
- g. Engage in other activities related to the missions of the Organization, as the need arises.

SECTION IV: FINANCE AND BUDGET

The Participating Parties shall not be required to provide financial support to the Institution / Organization beyond voluntary contributions, nor shall they be responsible, individually or collectively, for any debts, liabilities or obligations of the Institution.

SECTION V: OPERATIONAL CONSIDERATIONS

Par. (1) Logo and Seal

EUCLID's official logo and seal are reproduced hereunder and posted on the official Internet site for public reference and legal protection.



Par. (2) Language(s)

The official languages are English and French. Education programs in Arabic and Spanish may also be developed at the request of the Participating Parties.

SECTION VI: GOVERNMENT-SPONSORED STUDENTS

The Ministries of each Participating Party may communicate the names of employees or officials to be enrolled in EUCLID's programs on an annual basis. The number of admissible students will be communicated by the Secretary-General to the Ministry of Foreign Affairs and/or the Ministry of Education of the requesting Participating Party at the end of each academic cycle and at least annually.

SECTION VII: OVERSEAS STUDENTS

Citizens of the Participating Parties living overseas will be eligible for a significant reduction on all Euclid tuition fees, the exact percentage being established annually by the Secretary-General.

SECTION VIII: OVERSIGHT AND COMMUNICATIONS

An annual activities report or brochure shall be presented to the Minister of Education and Minister of Foreign Affairs of each Participating Party.

In addition to the annual report, the Ministry of Education of each Participating Party will have supervisory access to the Euclid online database.

The official Internet site shall be publicly accessed at www.euclid.int

It shall be considered that the posting of any information on the ‘Official Notices’ page of the Institution’s Internet site qualifies as proper notification, provided that such a posting occurs at least fifteen days prior to the event.

SECTION IX: DEGREES AND PROGRAMS

EUCLID’s programs shall conform to international academic standards and be adequately documented. They are, *inter alia*:

- Bachelors of Arts / Bachelors of Sciences
- Masters of Arts / Masters of Sciences, especially:
 - Masters in Business Administration
 - Masters in Diplomacy and International Affairs
 - Masters in Information Systems / Technologies
 - Masters in Inter-religious Dialogue / Theology
- Specialized Doctorates

SECTION X: ADMINISTRATION AND OVERSIGHT

Par. (1) Organs

The following administrative structure is established:

- A Governing Board,
- A Board of Advisors,
- An Executive Board, and
- An Oversight Council.

Such subsidiary organs and agencies as may be found necessary may be established in accordance with the present Statutes.

Par. (2) The Governing Board

The Governing Board shall consist of one representative or coordinator for each Participating Party, appointed in consultation with the Secretary-General.

The Governing Board may discuss any questions or any matters within the scope of EUCLID's Statutes and participation agreement and may make recommendations to the Participating Parties or to the Oversight Council on any such questions or matters.

The Governing Board is empowered to adopt resolutions by a two-thirds majority vote. In the spirit of paragraph 5, all resolutions shall be presented to the Oversight Council for constitutional validation.

It is the prerogative of the Secretary-General or his appointee to schedule and chair the meetings of the Governing Board.

Par. (3) The Board of Advisors

The Board of Advisors provides expertise and guidance to the Participating Parties, to the Governing Board, Executive Board and Oversight Council.

The Board of Advisors shall have up to fifteen and not fewer than three members, appointed for life by the Oversight Council and confirmed by the Secretary-General.

The Governing Board may request the appointment or removal of an Advisor and shall present such a request to the Secretary-General for implementation.

The final approval and execution of all such appointments or removals remains the prerogative of the Oversight Council.

Par. (4) The Executive Board

The Executive Board (also properly called Secretariat General) shall be headed by a Secretary-General (also properly called Executive President) and such staff as may be required. He or she shall be the chief administrative officer of the Organization.

The Secretary-General may appoint a deputy to act as his personal representative.

Specifically, the scope of action of the Secretary-General includes:

- Relations with Euclid (University) Consortium member institutions
- Relations with ministries of Education of Participating Parties
- Relations with ministries of Foreign Affairs of Participating Parties
- Relations with other Inter-Governmental Organizations (IGOs)

- Relations with Non-Governmental Organizations (NGOs)
- General Administration
- Financial reporting.

The Secretary-General may bring to the attention of the Governing Board or Oversight Council any matter relevant to the mission of the Organization.

The first Secretary-General shall be Mr. Syed Zahid Ali, current Executive President / Secretary-General of the Euclid (University) Consortium and IOSD.

The Secretary-General is appointed for a term of six years, renewable by consent of the Oversight Council.

The Deputy Secretary-General is appointed by the Secretary-General for a term of four years, renewable by consent of the Oversight Council.

The Governing Board may request the removal of the Secretary-General or any members of the Executive Board and shall present such a request to the Oversight Council for approval and implementation.

In case of vacancy, the Oversight Council will propose one or more candidates to the Governing Board for approval at a two-thirds majority vote. If the Governing Board fails to confirm the candidate within 8 weeks, the Oversight Council shall propose another candidate for approval. If five candidates are successively rejected by the Governing Board, the Oversight Council shall proceed with the appointment without having obtained the necessary vote from the Governing Board.

Par. (5) The Oversight Council

The Oversight Council can also be called ‘Oversight Committee’ or ‘Constitutional Council.’ Its role is to maintain the ideals, principles and values of the EUCLID Founders and Founding Parties, in the event that any official, organ or Participating Party should attempt to commit the Institution to other values and activities.

In consequence, the Council is empowered:

- To review, approve or veto resolutions
- To review, approve or veto Board nominations
- To review, approve or veto the actions of any EUCLID employee, faculty or official
- To initiate revisions of the present Statutes.

The Oversight Council consists of five Councilors who are appointed for life to fulfill their mandate.

A sixth term-based position exists for the Secretary-General in office, in the event that the new appointee would not already be a member of the Council. It is at the discretion of the Oversight Council, by majority vote and with the consent of its

Chair, to implement the present clause and to induct the Secretary-General to Oversight Council membership.

The Oversight Council shall make decisions by majority vote. In case of a tie, the vote of the Council Chair vote shall count twice.

Minor revisions to the current Statutes may be authorized by the Oversight Council, provided that such revisions do not affect substantial or organizational issues.

Par. (6) Other Bodies and Agencies

Institutes and associations may be created by decree of the Secretary-General with the deliberative vote of the Governing Board, Board of Advisors or Oversight Council. The following bodies or agencies are constituted and placed under the direct authority of the Secretary-General:

- EuroState University Institute
- Council on Ecological Desertification and Reforestation
- International Organization for Sustainable Development
- International Institute for Inter-Religious Diplomacy

SECTION XI: MISCELLANEOUS CONSIDERATIONS

Par. (1) Constitution and Participation

Any State or Intergovernmental Organization may at any time notify the Secretary-General of its request to participate in EUCLID. If the request is approved by the Governing Board or Oversight Council, participation will become effective 15 days after the date of deposit of its instrument of accession.

Participation in EUCLID can be signed on behalf of any Participating Party primarily by the Head of State (e.g. President), Head of Government (e.g. Prime Minister), Minister of Foreign Affairs, but also by the authorized Minister of Education, as well as other explicitly authorized government Minister or Ambassador Plenipotentiary and Extraordinary.

Par. (2) Depositary

The EUCLID Secretary-General serves as depositary of these Statutes. He shall communicate all notifications relating to the present Statutes to all Participating Parties.

The EUCLID Secretary-General or an appointed representative will present the constitutive and participatory instrument to the United Nations legal department for registration.

Par. (3) Dissolution

The Institution may be dissolved if the majority of the members of the Oversight Council and Governing Board determines that it is no longer required, or that it will no longer be able to function effectively.

In case of dissolution, any assets of the Institution which remain after payment of its legal obligations shall be distributed to institutions having similar objectives, as decided by the Oversight Council, in consultation with the Governing Board.

Par. (4) Amendments

Amendments to the present Statutes shall become effective when they have been adopted by a majority vote of the Governing Board and approved by the Oversight Council.

Par. (5) Official Text

The official text of the Statutes is English.

In case of conflict between the constitutional intergovernmental agreement and the present Statutes, the first shall prevail.

In case of conflict between the Statutes referred to in Article III of the “OPEN MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE PARTICIPATING EUCLID PARTIES REGARDING THEIR PARTICIPATION IN THE EDUCATIONAL FRAMEWORK DEFINED HEREIN” and these present Statutes which are referred to in Article III of the “UPDATED FRAMEWORK AGREEMENT REGARDING THE PARTIES’ PARTICIPATION IN EUCLID AS CONSTITUTED AND DEFINED HEREIN,” the first shall prevail until all Parties to the first agreement have also approved the second.