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**Proposed Memorandum of Agreement (MoA), Enabling Instrument and  
Terms of Reference of the SEAMEO Regional Centre for Quality Improvement  
of Teachers and Education Personnel (QITEP) in Science**

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## **I. Purpose**

1 This paper is to seek approval of the 45<sup>th</sup> SEAMEO Council Conference on the draft Memorandum of Agreement (MoA), Enabling Instrument and Terms of Reference of the SEAMEO Regional Centre for Quality Improvement of Teachers and Education Personnel (QITEP) in Science presented by the Ministry of National Education of the Republic of Indonesia.

## **II. Background**

2 The establishment of the SEAMEO Regional Centre for Quality Improvement of Teachers and Education Personnel (QITEP) in Science was approved based on the Ad Referendum decision of the President and Members of the SEAMEO Council at the 44<sup>th</sup> SEAMEO Council Conference in April 2009 in Phuket.

3 Upon the Council's approval and in response to the resolution of the Conference, the Ministry of National Education (MoNE) Indonesia set up a Technical Working Committee (TWC) comprised officials from MoNE Indonesia, representatives of SEAMEO Member Countries and SEAMEO Secretariat to draw up three important documents, namely a) the Memorandum of Agreement between SEAMEO and the host government, b) the Enabling Instrument and c) the Terms of Reference of the SEAMEO Regional Centre for Quality Improvement of Teachers and Education Personnel (QITEP) in Science.

4 The first Technical Working Committee Meeting was commenced on 27-28 April 2009 in Jakarta to discuss and draft the three documents. On 28 August 2009, MoNE Indonesia submitted drafts of the MoA and Enabling Instrument for initial review and comments by the Secretariat in preparation for presentation at the 32<sup>nd</sup> High Officials Meeting in November 2009 and subsequently, the 45<sup>th</sup> SEAMEO Council Conference in January 2010.

5 In response, the Secretariat provided written comments and suggestions on the draft documents to MoNE Indonesia. Following this, a second Technical Working Committee Meeting was convened from 9 to 12 September 2009 in Solo, to further discuss and finalise the draft documents including the draft Terms of Reference.

6 On 17 September 2009, MoNE Indonesia submitted drafts of the Memorandum of Agreement and the Enabling Instrument which were then forwarded to Prof Dr Adul Wichiencharoen, SEAMEO Legal Advisor for advice. A meeting was convened between the SEAMEO Secretariat and the Legal Advisor on 21 October 2009 to discuss and finalise the draft documents. On 27 October 2009, the SEAMEO Secretariat forwarded the legal input to MoNE Indonesia for confirmation. On 5 November 2009, MoNE Indonesia confirmed the final drafts of the Memorandum of Agreement and the Enabling Instrument.

7 The second draft of the Terms of Reference of the Centre was submitted to the Secretariat for comments on 27 October 2009. The reviewed document was then returned

to MoNE Indonesia on 2 November 2009, and on 4 November 2009, confirmation on the final draft of the Terms of Reference of the Centre was received.

### **III. Scope**

8 The appended Memorandum of Agreement (MoA) (**Appendix I**) needs to be signed between SEAMEO and the host government on the establishment, operation and funding of a new SEAMEO Regional Centre.

9 The enabling instrument as attached (**Appendix II**) is the source of authority and rights of a SEAMEO Regional Centre to legalise the establishment, operation and function of the Centre.

10 Based on the Ad Referendum decision of the President and Members of the SEAMEO Council approving the establishment of SEAMEO Regional Centre for Quality Improvement of Teachers and Education Personnel (QITEP) in Science, a clear and comprehensive Terms of Reference (ToR) is to be formulated on the Centre. The Terms of Reference mentioned is enclosed in **Appendix III**.

### **IV. Justification**

11 The SEAMEO Secretariat had ensured that the final drafts of the Memorandum of Agreement (MoA) and the Enabling Instrument had been comprehensively prepared by incorporating the articles, sections and items as stipulated in the legal documents of other existing SEAMEO Regional Centres. There are no additional items which deviate from the legal documents of the existing SEAMEO Regional Centres included in the said draft documents.

12 These three documents would enable SEAMEO Regional Centre for Quality Improvement of Teachers and Education Personnel (QITEP) in Science to fulfill its role as a SEAMEO Regional Centre as mandated by the SEAMEO Charter.

### **V. Implication**

13 Without the Memorandum of Agreement (MoA) and the Enabling Instrument, the new Centre would not be able to operate as a SEAMEO Regional Centre.

### **VI. Decision of the 32<sup>nd</sup> SEAMEO High Officials Meeting**

14 The 32<sup>nd</sup> SEAMEO High Officials Meeting endorsed the draft Memorandum of Agreement (MoA), draft Enabling Instrument and draft Terms of Reference of the SEAMEO Regional Centre for Quality Improvement of Teachers and Education Personnel (QITEP) in Science to be presented to the 45<sup>th</sup> SEAMEO Council Conference for approval.

### **VII. Proposed Resolution**

15 The 45<sup>th</sup> SEAMEO Council Conference approves the Memorandum of Agreement (MoA), Enabling Instrument and Terms of Reference of the SEAMEO Regional Centre for Quality Improvement of Teachers and Education Personnel (QITEP) in Science.

**Memorandum of Agreement  
Between  
the Government of the Republic of Indonesia  
and  
the Southeast Asian Ministers of Education Organization (SEAMEO)  
regarding the Establishment of SEAMEO Regional Centre for Quality  
Improvement of Teachers and Education Personnel (QITEP) in Science in  
Indonesia**

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The Government of the Republic of Indonesia and the Southeast Asian Ministers of Education Organization hereinafter referred to as “the Parties”;

**Desiring** to enhance human resource development in the region of Southeast Asia and to empower the SEAMEO Regional Centre for QITEP in Science in Indonesia;

**Referring** to the Charter of Southeast Asian Ministers of Education Organization;

**Noting** the Indonesian Law number 11, 1968 regarding ratification of the Charter of the Southeast Asian Ministers of Education Organization;

**Considering** the Resolution of the 44<sup>th</sup> SEAMEO Council Conference, 2009 on the Ad Referendum Decision of the President and Members of the SEAMEO Council approving the establishment of the SEAMEO Regional Centre for Quality Improvement of Teachers and Education Personnel in Science in Indonesia;

**Reaffirming** the need for strengthening the cooperation among SEAMEO Member States;

**Pursuant** to the prevailing laws and regulations of the Republic of Indonesia; have agreed as follows:

**Article I  
DEFINITION**

For the purpose of this Agreement, the following definitions shall apply:

1. “Government” means the Government of the Republic of Indonesia;
2. “Ministry” means the Ministry of National Education of the Republic of Indonesia;
3. “SEAMEO” means the Southeast Asian Ministers of Education Organization or “the Organization”.
4. “SEAMEO Secretariat” means the Southeast Asian Ministers of Education Secretariat.
5. “Centre” means the Southeast Asian Ministers of Education Organization Regional Centre for Quality Improvement of Teachers and Education Personnel in Science, located in Bandung, Indonesia, also known as SEAMEO QITEP in Science.

6. "Official" means Indonesian and non-Indonesian personnel which consist of the director, deputy directors and head of the divisions;
7. "Expert" means any person other than the officials of the Centre appointed to carry out specific tasks for the Centre for a specific period of time.
8. "Member State" means a nation which is a member of SEAMEO;
9. "Council" means the Southeast Asian Ministers of Education Council.
10. "Associate Member" means the Associate Members of Southeast Asian Ministers of Education Organization;
11. "Affiliate Member" means any organization or agency which has been admitted as such by the Council in accordance with Article II (3) of the Charter.
12. "Immediate Dependent Family" means spouse and children of non-Indonesian officials and experts of the Centre, residing with and dependent on them.

**Article II  
LOCATION OF THE CENTRE**

The parties have agreed the Centre is located in Indonesia.

**Article III  
JURIDICAL PERSONALITY OF THE CENTRE**

The Centre shall have juridical personality derived from or existed under the SEAMEO Charter and is entitled to enter into obligations and acquire rights in accordance with the laws and regulations of the Republic of Indonesia.

**Article IV  
EXECUTING AGENCY**

To implement the Agreement, the Ministry on behalf of the Government will act as the executing agency.

**Article V  
RESPONSIBILITIES**

1. The Government, in accordance with the prevailing Laws and Regulations of the Republic of Indonesia, shall:
  - a. provide buildings to house the Centre;
  - b. provide office facilities including equipment, vehicle, library materials, and others;
  - c. provide operational funds.
  - d. assign officials for carrying out the Centre's programmes and activities on loan and grant basis from Associate Members or Affiliate Members, and other donor countries and institutions;

- e. issue appropriate visas, stay permits, exit and re-entry permits for the approved non-Indonesia officials and non-Indonesia experts and immediate dependent family of the Centre assigned in Indonesia under this Agreement;
  - f. facilitate non-Indonesian officials and non-Indonesian experts with the exemption of import duties on personal effects;
  - g. facilitate security of the Centre, records and communications in accordance with the prevailing laws and regulations of the Republic of Indonesia; and
  - h. facilitate protection and restrictions in undertaking the operations of the Centre in accordance with the prevailing laws and regulations of the Republic of Indonesia.
2. SEAMEO shall:
- a. facilitate the cooperation between the Government of the Republic of Indonesia, Member States, Associate and Affiliate Members,
  - b. assist the Centre in networking with international organizations and agencies,
  - c. strengthen and empower the Centre, and
  - d. facilitate in exchanging experience and expertise in human resource development among Member States.

## **Article VI PRIVILEGES**

1. The Centre, non-Indonesian officials and non-Indonesian experts who are appointed by SEAMEO to conduct their duties in the Centre shall have the rights of tax and custom duties exemption, including value added tax (VAT) as well as import duty free for equipment or materials for official purposes in so far as such equipments and materials are not available in Indonesia. Such exemption shall be granted in accordance with the prevailing tax and customs laws and regulations of the Republic of Indonesia.
2. Non-Indonesian officials who are appointed by SEAMEO to conduct their duties in the Centre shall have the rights to personal income tax exemption. Such exemption shall be provided in accordance with the prevailing tax laws and regulations of the Republic of Indonesia.
3. The Centre, non-Indonesian officials and non-Indonesian experts who are appointed by SEAMEO to conduct their duties in the Centre shall have the rights to attain and use vehicles in accordance with the prevailing tax and customs laws and regulations of the Republic of Indonesia.
4. The Centre shall have the rights to hold funds and accounts in any currency and to transfer them within the territory of the Republic of Indonesia and to any other countries as necessary for its activities in accordance with the prevailing laws and regulations of the Republic of Indonesia.

**Article VII**  
**INTELLECTUAL PROPERTY RIGHT**

1. Any intellectual property right brought by one of the parties for the implementation of collaborative activities under this Agreement shall remain the property of the party. However, the party shall indemnify that the intellectual property right does not result from the infringement of any third party's legitimate rights. Further, that party shall be liable for any claim made by any third party on the ownership and legality of the use of the intellectual property right which is brought in by the aforementioned party for the implementation of the activities under this Agreement.
2. Any intellectual property, right, data and information resulting from activities conducted under this Agreement shall be jointly owned by both parties, and both parties shall be allowed to use such property for non-commercial purposes free of royalty. Should be intellectual property right, data, and information resulting from the collaborative activities under this Agreement be used for commercial purposes by one party, the other party shall be entitled to the royalties obtained from the exploitation of such property on the basis of the principle of equitable contribution. In such a case, the object of the research activities conducted under this Agreement shall constitute as part of contribution of the party from which the object derives. The value of the object as part of contribution will be measured by taking into account the following factors:
  - a. the scarcity of the object (the rarer the object is, the higher its value will be);
  - b. the commercial value of the result of the research (the higher its commercial value is, the higher its worth as part of the contribution will be).
3. If either party wishes to disclose confidential data and/or information resulting from activities under this Agreement to any third party, the disclosing party must obtain prior consent from the other party before any disclosure can be made.
4. Whenever either party requires the cooperation of another party outside Indonesia for any commercial undertaking resulting from intellectual property covered by this Agreement, which will be waived if the other party is unable to participate in a mutually beneficial manner.
5. All publications and promotional materials arising from collaborative activities under this agreement shall acknowledge the contributions of both parties.
6. Termination of this Agreement shall not affect rights and/or obligations under this article during the first five years after such termination.

**Article VIII**  
**PROTECTION OF RESOURCES, FOLKLORE, AND**  
**TRADITIONAL KNOWLEDGE**

1. The parties shall recognize the existence and promote the effective protection of genetic resources, traditional knowledge, folklore and other related aspects as well as the parties' exclusive rights to prevent any exploitation, misappropriation and misuse of the parties' genetic resources, and traditional knowledge.
2. Any intellectual property rights arising from the use of any resources, traditional knowledge, folklore and other related aspects in the activities under this Agreement shall be jointly owned and subject to the laws and regulations of the parties and international agreements to which both parties are bound.

3. Any use of genetic resources, traditional knowledge, folklore and other related aspects of the Parties under this Agreement shall be carried out through special arrangements to be concluded by the Parties.
4. In the event the genetic resources, traditional knowledge, folklore and other related aspects owned by a party are used by the other party for commercial purposes, the former shall be entitled to obtain equitable portion of royalty.

**Article IX**  
**LIMITATION OF CENTRE AND ITS PERSONNEL ACTIVITIES**

1. The Centre shall ensure transparency and close cooperation with the Government and related institutions regarding the implementation of this Agreement.
2. The Centre and its personnel shall not engage in any activities of political, religious, and commercial in nature or any other activities inconsistent with the provisions of this Agreement.
3. The Centre and its personnel shall respect political independence, sovereignty, and territorial integrity of the Republic of Indonesia, and not to interfere with internal affairs of the Republic of Indonesia.

**Article X**  
**PROPERTY OF THE CENTRE**

According to Laws and Regulations;

1. equipment, publications and scientific collections procured by the Centre shall be properly marked as such and shall remain the property of the Centre;
2. the property of the Centre shall not be removed from its original designated place without the consent of the Centre director;
3. title to property, other than immovable property, financed from sources other than the Ministry shall be in the Centre for as long as the Centre exists, and shall thereafter be reverted to the Ministry.

**Article XI**  
**IMPLEMENTATION**

A detailed plan of operations of the Centre shall be drawn up by the Centre director in accordance with the terms of this Agreement and as agreed by the Governing Board and the Ministry and submitted to the SEAMEO Council for final approval.

**Article XII**  
**AMENDMENTS**

This Agreement may be amended in writing by mutual consent of both parties. Any amendments to this Agreement shall come into force on the date agreed by the parties and shall form as an integral part of this Agreement.

**Article XIII  
SETTLEMENT OF DISPUTES**

Any dispute concerning the implementation and interpretation of the provisions of this Agreement shall be settled amicably through consultation and/or negotiations between the parties.

**Article XIV  
ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Agreement shall enter into force on the date of the Government's notification to the SEAMEO Secretariat concerning the fulfilment of its internal procedure and shall remain in force for a period 5 (five) years and be automatically extended for 5 (five) years periods, unless either parties notify in written to terminate this Agreement 6 (six) months in advance.
2. The termination of this Agreement shall not prejudice to the completion of any ongoing projects or activities agreed upon there under or other arrangements which may have been concluded after the entry into force of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their authorized representatives, have signed this Agreement.

DONE in duplicate, in Cebu City, the Philippines, on ..... day of January two thousand and ten, in Indonesian and English, all texts are being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For the Government of  
the Republic of Indonesia

For the Southeast Asian Minister of  
Education Organization

Prof. Dr. Dodi Nandika  
Secretary General  
Ministry of National Education

Dato' Dr. Ahamad Bin Sipon  
Director of the SEAMEO Secretariat

**ENABLING INSTRUMENT**  
**THE SOUTHEAST ASIAN MINISTERS OF EDUCATION ORGANIZATION**  
**REGIONAL CENTRE FOR QUALITY IMPROVEMENT OF TEACHERS AND**  
**EDUCATION PERSONNEL (QITEP) IN SCIENCE**

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**PREAMBLE**

Whereas in accordance with Article IV (10) of the Charter of the Southeast Asian Ministers of Education Organization, the 44<sup>th</sup> SEAMEO Council Conference approved the establishment of the SEAMEO Regional Centre for Quality Improvement of Teachers and Education Personnel (QITEP) in Science to be located in Indonesia;

Considering the Memorandum of Agreement between the Government of the Republic of Indonesia and the Southeast Asian Ministers of Education Organization (SEAMEO) regarding the Establishment of SEAMEO Regional Centre for Quality Improvement of Teachers and Education Personnel (QITEP) in Science;

Now, therefore, the Council of SEAMEO has adopted the following Enabling Instrument which is intended to be the sole source of any authority or rights of this subordinate body of the Organization.

**SECTION I**  
**DEFINITION**

In this Enabling Instrument, unless the context otherwise requires:

1. "Charter" means the Charter of the Southeast Asian Ministers of Education Organization.
2. "SEAMEO" means the Southeast Asian Ministers of Education Organization or "the Organization".
3. "Ministry" means the Ministry of National Education of the Republic of Indonesia.
4. "Member State" means a nation which is a member of SEAMEO.
5. "Council" means the Southeast Asian Ministers of Education Council.
6. "Centre" means the Southeast Asian Ministers of Education Organization Regional Centre for Quality Improvement of Teachers and Education Personnel in Science, located in Bandung, Indonesia, also known as SEAMEO QITEP in Science.
7. "Governing Board" means the Governing Board of the Centre.
8. "SEAMEO Secretariat" means the Southeast Asian Ministers of Education Secretariat.
9. "Associate Member" means the Associate Members of Southeast Asian Ministers of Education Organization.
10. "Affiliate Member" means any organization or agency which has been admitted as such by the council in accordance with Article II (3) of the Charter.

11. "Centre director" means the director of the Centre.
12. "Deputy director" means the deputy director of the Centre.
13. "Head of division" means the head of division of the Centre.
14. "Expert" means any person other than the officials of the Centre appointed to carry out specific tasks for the Centre for a specific period of time.
15. "Host Country" means the Republic of Indonesia
16. "Host Institution" means the Centre for Development and Empowerment of Science Teachers and Education Personnel of the Ministry of National Education, Indonesia.

## **SECTION II PURPOSES**

1. The Regional Centre for QITEP in Science shall assist the Member States in:
  - a. improving the quality of science teachers and education personnel in the region which will contribute to the growth and strengthening of the quality of education for better quality of life of the people of the region;
  - b. conducting research and development, providing training, information services and clearing house as well as engaging in other related activities in science within and beyond the region;
  - c. establishing network for the purpose of resource sharing, information exchanges, research and development in the area of science teaching; and
  - d. providing access for decision makers to up-to-date, accurate, and consistent data and information in science for the benefits of the region.
2. The Centre shall further strive to achieve the aims of SEAMEO as laid down in its Charter.
3. The Centre shall operate as a non-profit institution.
4. Without prejudice to the principle of non-profit making, the Centre may engage in approved income generating activities.

## **SECTION III LOCATION, HOST INSTITUTION, AND HOST COUNTRY**

1. The Centre shall be located on the premise of the Centre for Development and Empowerment of Science Teachers and Education Personnel of the Ministry of National Education in Bandung, Indonesia.
2. The Centre for Development and Empowerment of Science Teachers and Education Personnel, Directorate General for Quality Improvement of Teachers and Education Personnel (QITEP) of the Ministry of National Education shall serve as the host institution of the centre.
3. The Republic of Indonesia shall serve as the host country of the Centre.

**SECTION IV  
RELATIONSHIP BETWEEN THE CENTRE AND THE HOST INSTITUTION**

1. The Centre conducts its own programmes independently and/or in partnership with the host institution.
2. The funding and business procedures of the Centre shall be separate from those of the host institution. The Centre shall administer its own budget.

**SECTION V  
RELATIONSHIP BETWEEN THE CENTRE AND SEAMEO**

1. The Centre is a subordinate body of SEAMEO.
2. The Centre in conducting its activities and programme shall be on behalf of SEAMEO.
3. The Centre has the authority given by SEAMEO to conduct its activities based on the purposes as stipulated in section II.
4. Notwithstanding the provision of sub-section 3, the Council reserves the right to:
  - a. control the policy and administration of the Centre;
  - b. alter, amend or modify this Enabling Instrument;
  - c. review the decisions of the Governing Board; and
  - d. void or ratify any ultra vires decisions or transactions made by the Governing Board or the Centre.

**SECTION VI  
RELATIONSHIP BETWEEN THE CENTRE WITH SEAMEO SECRETARIAT  
AND OTHER CENTRES**

1. The Centre shall co-operate closely with the SEAMEO Secretariat in programme and other matters as stipulated in the Charter.
2. The SEAMEO Secretariat may provide inputs to the planning and implementation of Centre activities.
3. The Centre may initiate and engage in inter-centre programmes and activities, with the cooperation of the SEAMEO Secretariat when necessary.

**SECTION VII  
RELATIONSHIP BETWEEN THE CENTRE WITH ASSOCIATE MEMBERS  
AND AFFILIATE MEMBERS OF SEAMEO**

1. Associate Members and Affiliate Members may participate in the programmes of the Centre and be allowed to make use of its facilities subject to the rules and regulations promulgated by SEAMEO.
2. The Associate Members and the Affiliate Members shall have the right to send representatives to the Governing Board Meeting and participate in its proceedings but shall have no voting rights.

**SECTION VIII  
ORGANIZATION OF THE CENTRE**

The Centre shall have a Governing Board, a director, deputy directors, and such other officers, experts and staff as may be considered necessary by the Board.

**SECTION IX  
GOVERNING BOARD**

1. The Minister of Education of each Member State shall nominate one high-level official, from related institution, preferably from the Ministry of Education who will be appointed by the President of the Council as members of the Governing Board.
2. Each Member State may organize a national committee or other body to provide counsel with its country representative to the Governing Board.
3. Each member of the Governing Board shall be appointed to serve for a term of three (3) years and will be eligible for re-nomination.
4. A member of the Board may be released/removed/replaced by the Council only at the request of the Minister of Education who has made the original nomination.
5. Any vacancy for member of the Governing Board because of release/removal/replacement, death, resignation, corporal or mental incapacity or any other reasons, shall be filled in the same manner as in sub-section 1.
6. The Centre director and the director of SEAMEO Secretariat, or a duty designated representative(s) shall be ex-officio members of the Board but shall have no voting right.
7. The Board shall meet annually in ordinary session and it may meet in extraordinary session at the request of the Centre director, or if called either by one-third of its members or by the director of SEAMEO Secretariat.
8. The meetings of the Governing Board shall be held where the Centre is located unless the Governing Board decides otherwise.
9. The quorum of any meeting of the Governing Board shall be at least two-third of its members.
10. The appointments of chairman and vice-chairman of the Governing Board shall be elected by its members in accordance with its rules of procedure.
11. a. The Minister of Education may appoint an alternate to attend any meeting of the Governing Board, in which case the alternate shall have the right to vote. However, the alternate shall not exercise the functions of the chairman as may be the case unless so elected at the meeting.  
b. Each member of the Governing Board, including the chairman, shall have one vote and a decision of the Governing Board shall be made by a simple majority of votes of the members present and voting.  
c. In the event of an equality of votes, the chairman shall have a casting vote.

12. Should a decision of the Governing Board be required at times other than at meetings, the Centre director after consultation with the chairman of the Governing Board, may submit the matter in writing to all the members of the Board the issue in question by referendum and the written approval of a simple majority of the members shall constitute approval as though a meeting has been held.
13. The Governing Board shall formulate its own rules of procedure.

## **SECTION X POWERS AND FUNCTIONS OF THE GOVERNING BOARD**

The Governing Board in exercising its powers and functions:

1. shall determine policies for the academic standards and operation of the Centre;
2. shall endorse the nomination of the Centre director by the Minister of National Education of the Republic of Indonesia;
3. shall approve programmes and budgets of the Centre within the framework of the five-year approved development plan;
4. shall make annual evaluations and reviews of the Centre's programmes and budgets;
5. shall approve the annual report of the Centre before submission to the Council;
6. shall make by-laws, rules and regulations not inconsistent with the provisions of this Enabling Instrument and the Charter of SEAMEO for the management of the Centre;
7. may delegate from time to time to the Chairman or the Centre director such functions, duties and powers as the Governing Board deems necessary; and
8. shall perform other duties necessary or incidental to the proper exercise of the functions above mentioned.

## **SECTION XI CENTRE DIRECTOR**

1. The Centre director shall be an Indonesian nationality and be nominated by the Minister of National Education, of the Republic of Indonesia, endorsed by the Governing Board, and formally appointed by the President of the Council.
2. The Centre director shall serve tenure of three (3) years and may be reappointed as necessary for a maximum of two terms.
3. Without prejudice to the right of the Council to act on its own initiative, the Centre director may be formally released/removed/replaced by the Council either at the request of the Minister of National Education, Indonesia, after consultation with the Governing Board, or at the request of the Governing Board with approval of the Minister communicated to the Council.
4. When the Centre director vacates office because of release/removal/replacement, death, resignation, corporal or mental incapacity or any other reasons, the nomination and appointment of his/her successor shall be as in sub-section 1.

5. The Centre director is the chief executive and legal representative of the Centre working under the direction of the Governing Board.
6. The Centre director shall assume the responsibility of carrying out approved programmes of the Centre.
7. The Centre director shall operate any account of the Centre.
8. The Centre director shall appoint officials and experts for the Centre according to the procedure and the terms and conditions laid down by the Governing Board.
9. The Centre director shall prepare an annual report of the Centre for the approval of the Governing Board before submission to the Council through the SEAMEO Secretariat.
10. In the temporary absence of the Centre director, one of the deputy directors shall act on the director's behalf. In the absence of both the Centre director and deputy directors, the director shall have the power to appoint a suitable official of the Centre to act on the director's behalf.
11. In the event of a vacancy of the post of the director, the deputy director for administration shall act as the director until a new director is appointed. When all positions are vacated, the chairperson of the Governing Board may appoint an officer-in-charge from among the Centre's official.
12. The Centre director is assisted by deputy director for programme, deputy director for administration and the Centre's official.

## **SECTION XII DEPUTY DIRECTORS**

1. The Centre shall have a deputy director for programme and a deputy director for administration.
2. The appointment of the deputy directors shall be nominated by the Centre director and appointed by the director of SEAMEO Secretariat. The nominee should be a suitable senior professional officer from the member states. He/she shall serve a term of three years and may be reappointed once. The Deputy director for administration shall be the nationality of the host country.
3. The deputy director for administration and deputy director for programme shall assist the Centre director in the performance of his/her duties and shall carry out such other duties as may be assigned by the Centre director.

## **SECTION XIII HEAD OF DIVISION**

1. The head of division shall be nominated by the Centre director and appointed by the director of SEAMEO Secretariat.
2. The head of division shall assist the director and deputy directors in the performance of his/her duties and shall carry out such other duties as may be assigned by the director and deputy directors.

#### **SECTION XIV EXPERT**

1. Expert shall assist the Centre in the performance of his/her duties and shall carry out such other duties as may be assigned by the director and deputy directors.
2. Expert shall be nominated by the Centre director and appointed by the director of SEAMEO Secretariat on the basis of contract.

#### **SECTION XV BUDGET**

The Centre director shall prepare the annual budget for approval by the Governing Board, provided that it is within the framework of the five-year development plan approved by the Council.

#### **SECTION XVI ACCOUNT AND AUDIT**

1. Within Indonesia, funds for the Centre shall be deposited in a reputable bank in the account of the Centre (hereinafter referred to as the "account").
2. The account shall be operated by the Centre director or by an official duly appointed by him.
3. The account shall be operated only in accordance with the approved financial procedures and regulations of SEAMEO.
4. The account shall be audited by a firm of auditors to be engaged by the Centre director with the approval of the Governing Board and by the government auditors of the Republic of Indonesia.

#### **SECTION XVII LEGAL STATUS OF THE CENTRE**

1. The Centre on behalf of the organization as a subordinate body of the Organization, shall possess full capacity:
  - a. to contract;
  - b. to acquire, and dispose, of movable and immovable property in accordance with the prevailing laws and regulations of the host country;
  - c. to institute legal proceedings.
2. The Centre shall enjoy in the territory of each of the Member States such privileges and immunities as are necessary for the fulfilment of its objectives subject to the existing laws and regulations of the Member States.
3. The Centre as a subordinate body of the Organization shall have sufficient powers to fulfil its purposes as stated in section II of its Enabling Instrument in Indonesia, as well as in each of its participating Member States.
4. The Centre may engage in income-generating activities for the support of the activities of the Centre.

5. The Centre shall secure from the Host Country such executive or legislative edicts as are needed for the full exercise of its functions.

#### **SECTION XVIII AMENDMENT**

1. Proposal for amendment to this Enabling Instrument shall be consulted with the Ministry and submitted by the Centre director to the Governing Board three months before the Governing Board meeting, where feasible.
2. Any proposal for amendment to this Enabling Instrument shall be made by a two thirds majority of votes of the members of the Governing Board, and shall come into force upon adoption by the Council.

#### **SECTION XIX SETTLEMENT OF DISPUTE/DIFFERENCE**

Any disputes/differences arising out of interpretation or implementation of this Enabling Instrument shall be settled amicably through consultations or negotiations by the Governing Board, without prejudice to the right of the Council to review the ruling by the Governing Board.

#### **SECTION XX ENTRY INTO FORCE**

This Enabling Instrument shall come into force upon adoption by the Council. Approved and adopted by the Council on this day of .....January 2010.

(Signed)  
H E Dr Datu Jesli Lopus  
President of the SEAMEO Council and  
Secretary of Education, Philippines

**TERMS OF REFERENCE**  
**SEAMEO Regional Centre for Quality Improvement of**  
**Teachers and Education Personnel in Science**  
**(SEAMEO QITEP in Science)**

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SEAMEO Regional Centre for Quality Improvement of Teachers and Education Personnel in Science (SEAMEO QITEP in Science) desires to improve the quality of education for teachers and education personnel in the region through the following:

**Vision:** A Centre of professional excellence in the area of science for teachers and education personnel within the framework of sustainable development.

**Mission:** To provide relevant and quality programmes of professional excellence for science teachers and education personnel through capacity building activities, resource sharing, research and development, and networking.

**Goals:**

1. To cater for the needs of the improvement of quality of teachers and education personnel in the region;
2. To establish extensive networks for the purpose of resource sharing, information exchange, research and development among SEAMEO Member Countries.

**I. Purpose of the Centre**

- a) To improve the quality of science teachers and education personnel in the region which will contribute to the growth and strengthening of the quality of education for better quality of life of the people of the region;
- b) To conduct research and development, provide training, information services and clearinghouse as well as engage in other related activities in science within and beyond the region;
- c) To establish networks for the purpose of resource sharing, information exchanges, research and development in the area of science teaching; and
- d) To provide access for decision makers to up-to-date, accurate, and consistent data and information in science for the benefits of the region.

**II. Scope of the Centre**

In order to attain its purposes SEAMEO QITEP in Science will engage in various programmes and activities such as training, seminar, workshop, symposium, conference, and research.

### III. Areas of Specialization of the Centre

The Centre is mandated to conduct training programmes and relevant activities in the following areas as agreed at the International Workshop on Strengthening Educational Quality in Southeast Asia through Networking and Partnership held on 7-8 August 2008 in Yogyakarta, Indonesia.

#### A. Environmental Education

1. Objectives:

This programme aims to:

- a) Develop best practices in sharing of preservation activities related to environmental knowledge, skills and values;
- b) Describe the science, issues and potential solutions to climate change;
- c) Integrate climate change education messages into science learning and its assessment;
- d) Develop lesson plans, learning materials and hands on activities;
- e) Implement environmental education in rural areas to support social-economic activities;
- f) Develop school climate change programmes to support community development; and
- g) Develop follow up action plans.

2. Content:

The programme consists of environmental studies, clean technology, earth science, meteorology-climatology, biology, physics, chemistry, pedagogy, assessment, communication, community development.

These include:

- a) Climate change: the science, issues, and solution – evidence observed, causes and impacts of climate change; efforts on adaptation and mitigation; international agreement and policy; and education role;
- b) Field study: field study to rural areas which implement alternative/clean energy;
- c) Climate change in science learning: education role in climate change adaptation and mitigation – nature of climate change education; values of climate change education, value education principles; appropriate teaching models, activities, assessment; lesson plan; learning materials; positive action toward climate change (adaptive capacity and local wisdom), self promises/action toward climate change in daily life; writing scientific article;
- d) Clean technology : assembling miniature of applicable clean technology, i.e. solar cell, micro hydro power, and wind power;
- e) Development of teaching learning materials for climate change in science classes: planning and creating hands-on activities;
- f) Analyzing curriculum (respected countries), developing: lesson plan, assessment instruments, creating hands on activities and learning materials, preparation for teaching exercises;
- g) Teaching exercise in schools: teaching simulation for all participants; follow up action: application in classes and their result, sharing: results and their development, lesson plan, learning materials; distance assistantship; writing article for scientific magazine/journal;

- h) Communication for climate change: nature of communication, principles of communication, characteristics of climate change messages, characteristics of targeted-subject within socio-anthropological contexts, a cross-cultural perspective in communication for climate change education;
- i) Development of school climate change programme: nature of school climate change programme, need assessment, programme planning, programme implementation, programme evaluation, developing school climate change programme, assessment on students' achievement and teaching-learning processes;
- j) Community development – nature of community development, steps in developing community (include operational maintenance, monitoring and evaluation on developed programmes), exercise each step activities, developing programme for community development (e.g. in social forestry).

3. Expected Outcomes:

Participants should be able to:

- a) comprehensively understand science, issues, and solutions of environmental education;
- b) plan environmental education teaching learning processes including the development of lesson plans, hands on activities, and learning materials;
- c) integrate environment messages into the science teaching learning process in school;
- d) assess learning outcomes of environmental education teaching learning process;
- e) integrate environmental messages into all activities;
- f) empower communities to support an environmental education programme through school activities; and
- g) engage in networking activities in environmental science education programme in Southeast Asia.

4. Target Audience:

30 participants of senior key teachers in Junior and Senior Secondary Schools from SEAMEO member Countries (10 Indonesian participants and 2 from each Member Country).

**B. Earth and Space Science**

1. Objectives:

The programme aims to:

- a) discuss the sun as a star and as the centre of our solar system;
- b) describe and understand the earth along planetary scales and to assess current problems; such as: magnetic storms, the greenhouse effect and the ozone hole; and
- c) understand the spectrum and the fundamental principles of electromagnetic collectors and detectors and data processing.

2. Content:

The programme consists of: astronomy, astrophysics, geology, geomicrobiology, earth studies, archeology, geophysics, high-energy physics, and instrumentation.

This includes:

- a) Introduction to astronomy and astrophysics – magnitude scales; co-ordinate systems; stellar classification; H-R diagrams; star and stellar systems; galaxy and cosmology;
- b) Astronomical instruments and observation techniques – telescope: image scale, types of telescopes; seeing, diffraction limited resolution; photometers, spectrometers, imaging detectors; observing techniques;
- c) Elements of stellar and solar physics – structure and composition of the stars and sun as a source of radiation; star spots and sunspots, solar cycle and solar energetic phenomena; evolution of star and sun;
- d) Introduction to the solar system – basic data of solar system objects; evolution of the solar system, extra solar planets;
- e) Magnetic field of the earth and other planets –models for generation of geomagnetic fields, international geomagnetic reference fields, local elements of geomagnetic fields, determination of geomagnetic coordinates of stations, diurnal variation of geomagnetic fields, magnetic fields in other planets;
- f) Magnetosphere of the earth and other planets – solar wind and its characteristics, interplanetary magnetic field and sector structure, formation of geomagnetic activity, magnetopause, magneto sheath and bow shock, polar cups and magneto tail, plasma sphere and van Allen radiation belts, magnetosphere of other planets;
- g) Space weather – geomagnetic storms, sub-storms and current systems; coronal mass ejections, magnetic disturbance and its implication on earth's magnetosphere; effect of magnetic disturbance in general; effect of magnetic disturbance on high, mid, and low latitudes; greenhouse effect and ozone hole;
- h) Measurement techniques for solar (multi wavelength) and geomagnetic parameters (observation and data analysis) – optical techniques for solar parameters, X-ray techniques for solar parameters, techniques for magnetic measurements;and
- i) Creation of hands-on for science education modules with respect to each country.

3. Expected Outcomes:

Participants should be able to:

- a) conduct proper observations and develop concepts and attitudes towards the proper treatment of the environment; and
- b) create hands on activities to be translated into their own language.

4. Target Audience:

30 participants of senior key teachers in Junior and Senior Secondary Schools from SEAMEO Member Countries (10 Indonesian participants and 2 from each Member Country).

### **C. Laboratory management**

1. Objectives:

This programme aims to provide science teachers and education personnel with knowledge and skills of laboratory management in their teaching and learning process in the area of earth and space science and environmental education. This includes applying policies, procedures and actions that will lead to an effective use of the

laboratory, creating a simple science demo kit, and creating a set of hands-on activities in science teaching and learning materials.

2. Content:

This programme consists of:

- a) Laboratory basics – theory: the basics of science laboratory, laboratory setting and layout, descriptions of the basic equipments found in the laboratory;
- b) Management and administration in laboratory – theory: laboratory organization, ordering supplies, equipments and chemicals administration and storage;
- c) Maintenance and repair in laboratory – theory: important skills of laboratory maintenance, preventing damage to the equipments and chemicals, simple techniques to repair minor damage;
- d) Health and safety in laboratory – theory: risk assessment, potential hazard in experimental work, waste management, health and safety regulation; and
- e) Practical works in the laboratory – theory: introduction of basic skills in chemistry laboratory (assembling, weighing, measuring, cleaning, maintaining), preparing the solutions, effective use of science equipments to improve science learning, practising some chemistry experiments correspond with the basic skills in chemistry laboratory – creation of hands-on activity for chemistry education: designing worksheets and lesson plan for chemistry teaching-learning in laboratory; designing science demo kit.

3. Expected Outcomes:

Participants will be able to:

- a) successfully implement the new skills and knowledge acquired during the course;
- b) describe and apply policies, procedures and actions that will lead to an efficient and effective use of the laboratory;
- c) describe and explain safety implications and how to address them;
- d) create the laboratory activities in chemistry teaching-learning;
- e) Create on hands-on activity for chemistry teachers with respect to each country.

4. Target Audience:

30 participants of senior key teachers in Junior and Senior Secondary Schools from SEAMEO Member Countries (10 Indonesian participants and 2 from each Member Country).

## **D. ICT-based Science Learning**

1. Objectives:

- a) This programme aims to improve the knowledge and skills of science teachers in using ICT in order to support and enhance their teaching and learning process in the area of earth and space science and environmental education.
- b) The programme consists of using Computer Aid Instruction (CAI) in science learning, developing CAI model for selected science topic, and to engage networking activities in ICT based science learning.

2. Content:  
This programme consists of the following activities:
  - a) CAI principles in science learning;
  - b) Storyboard – theory: the concept of a learning media storyboard; steps involved in developing a storyboard; practice developing a storyboard for selected science topic;
  - c) Graphic design – theory: concept of graphic design; essential components of graphic design; steps involved in developing learning media interface; practice developing learning media interface;
  - d) Using the Internet – theory: the use of internet; using internet as a source of information;
  - e) Audio-video recording and editing technique – theory: technique of audio-video recording; technique of audio-video editing; practice in recording and editing audio-video; and
  - f) Authoring tools: Adobe Flash CS3 Professional – Adobe Flash CS3 Professional as an authoring tool; practice developing a learning media using Adobe Flash CS3 Professional.
  
3. Outcomes:  
Participants should be able to:
  - a) use CAI in science teaching and learning;
  - b) develop a CAI model for selected science topics; and
  - c) engage in networking activities in ICT-based science learning.
  
4. Target Audience:  
30 participants of senior key teachers in Junior and Senior Secondary Schools from SEAMEO Member Countries (10 Indonesian participants and 2 from each Member Country).

#### **IV. Other Areas of Training of the Centre**

Besides offering the specialized programmes, the Centre also offers other areas of training as follows.

##### **A. Science Classroom supervision**

Science supervisors should master classroom supervision management to assist in the achievement of an effective teaching and learning process. Basic competences learned include supervision management, academic supervision, educational evaluation, research and development, social and personal capability. The subject content will be automatically integrated by each centre, for instance, academic supervision and educational evaluation are geared toward Science. The target audience is school supervisors.

##### **B. Research and development**

The objective of research and development activities is to provide inputs and recommendations for policy formulation in Southeast Asia Countries regarding innovation for enhancing the quality of teachers and education personnel. In addition, the centre will conduct training on research and development for teachers and education personnel including writing research reports. The research and development activities may be conducted in collaboration with national/ regional/international partners.

### **C. Curriculum and material development**

The aim of this programme is to enhance the ability of teachers and education personnel in developing curriculum and material that is in line with the existing standard competence of teachers and education personnel in Southeast Asia.

### **D. Seminar, Workshop, Symposium, Conference**

The Centre provides an intellectual forum for educators and education practitioners as well as policy makers to share and exchange ideas, experiences, research results, and the best practices in quality education and human resource development.

## **V. Relationship with SEAMEO RECSAM**

The programmes and activities of the Centre will complement the work of SEAMEO RECSAM on science education through consultation, coordination, and networking during programmes and training.

## **VI. Financial sustainability**

The Government of the Republic of Indonesia commits to allocate sufficient funding to ensure the Centre's sustainability. As stipulated in the Memorandum of Agreement (MoA) between the Government of the Republic of Indonesia and SEAMEO dated....., Article V (1) (c); the Government of the Republic of Indonesia will provide the operational funds for SEAMEO QITEP in Science.

## **VII. Meeting the Needs of the Region**

The Centre will continually work towards meeting the needs of the region through the following strategies:

- a) Conduct region wide needs analysis prior to the formulation of the 5-Year Development Plan;
- b) Review and revise the programmes periodically for relevancy;
- c) Promote partnership and exert training leverage;
- d) Ensure that participation is from all Member Countries; and
- e) The programmes are catered for the region and beyond.

## **VIII. Amendment**

The Terms of Reference may be reviewed and amended as deemed necessary.

## **IX. Declaration**

The Centre agrees to abide by the Terms of Reference.

Signed by:

Witnessed by:

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Name:

Dato' Dr Ahamad bin Sipon

Position:

Director

Centre:

SEAMEO Secretariat

Date: .....

Date .....