

**DRAFT AGREEMENT**

**BETWEEN**

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

**AND**

**THE UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND**

**REGARDING**

**THE DUNDEE CENTRE FOR WATER  
LAW, POLICY AND SCIENCE CATEGORY 2 CENTRE  
UNDER THE AUSPICES OF UNESCO**

The United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO")

and

The Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as the "Government");

Hereinafter referred as the "Parties",

Having regard to the resolution whereby the UNESCO General Conference, at its 33rd session in October 2005, approved the establishment of the Dundee Centre for Water Law, Policy and Science as a Category 2 Center (hereinafter referred to as the " Centre") under the auspices of UNESCO and invited the Director-General to sign the corresponding Agreement between UNESCO and the Government;

Recalling that the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and UNESCO concerning the Establishment of the Dundee Centre for Water Law, Policy and Science as a Category 2 Center under the auspices of UNESCO was signed on 25 September 2008 (hereinafter referred to as the "2008 Agreement"), renewed on 27 May 2014, until 31 December 2020.

Recognizing the fact that the Centre has, since its establishment in 2008, been playing an active and important role in the field of water law, policy and science in cooperation with UNESCO, and that it has been contributing to the objectives of UNESCO;

Having regard to decision 210 EX/21.II of the UNESCO Executive Board, concerning the renewal of the Centre.

Desirous of defining the terms and conditions governing the framework for cooperation with UNESCO that shall be granted to the said Centre in this Agreement,

## **HAVE AGREED AS FOLLOWS:**

### **Article 1 – Definitions**

1. In this Agreement, "Centre" means the Dundee Centre for Water Law, Policy and Science in Dundee, established as a Category 2 Centre under the auspices of UNESCO in 2008;
2. "IHP" means the Intergovernmental Hydrological Programme of UNESCO.

### **Article 2 – Operation of the Centre**

The Government agrees to take in the course of the year 2020, any measures that may be required for the continuation of the Centre in Dundee, as provided for under the present Agreement.

### **Article 3 – Purpose of the Agreement**

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and the Government and also the rights and obligations stemming therefrom for the Parties.

#### **Article 4 – Legal status**

1. The Centre shall be independent of UNESCO.
2. The Government shall ensure that the Centre, through the University of Dundee and in accordance with the Charter of the University and usual University practice, enjoys within its territory the functional autonomy necessary for the execution of its activities and the legal capacity:
  - (a) to contract;
  - (b) to institute legal proceedings;
  - (c) to acquire and dispose of movable and immovable property.

#### **Article 5 – Constitutive Act**

The constitutive act of the Centre must include provisions describing precisely:

- (a) the legal status granted to the Centre, within the national legal system, the legal capacity necessary to exercise its functions and to receive funds, obtain payments for services rendered, and acquire all means necessary for its functioning;
- (b) a governing structure for the Centre allowing UNESCO representation within its governing body.

#### **Article 6 – Functions/objectives**

1. The functions/objectives of the Centre shall be to:
  - (a) provide intellectual leadership for the development of an approach to integrated water resource management and water governance, which incorporates water law, policy and science;
  - (b) design, develop and deliver educational and training activities related to its interdisciplinary approach to water resources management, with a particular focus on poverty reduction, international development, and the achievement of those SDGs related to water;
  - (c) convene interdisciplinary scientific symposia and conferences at the regional and international levels, as well as training workshops, with a particular focus on interfacing water law, policy and science, and to developing capacity within nation-states worldwide;
  - (d) develop new approaches to water resources management incorporating water law, policy and science as integrated components to address global and national water problems, with efforts also to support both the development of present and future water leaders at the national level worldwide, and efforts to the aims of SDG6;
  - (e) provide a forum for think-tank meetings on water-related topics;
  - (f) provide expert input as required by UNESCO, especially UNESCO-IHP;
  - (g) collaborate proactively with other IHP water centres; and,

- (h) act as a liaison with other United Kingdom of Great Britain and Northern Ireland-based research programmes in water resource management.

2. The Centre shall pursue the above objectives and perform the abovementioned functions in close coordination with UNESCO-IHP.

### **Article 7 – Governing Board**

1. The Centre shall be guided and overseen by a Governing Board renewed every 3 years and include:

- (a) a representative of the Government or his/her appointed representative;
- (b) representatives of Member States, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 10, paragraph 2, below, and have expressed interest in being represented on the Board;
- (c) a representative of the UNESCO Director-General.

2. The Governing Board shall:

- (a) approve the long-term and medium-term programmes of the Centre;
- (b) approve the annual work plan of the Centre, including the staffing table;
- (c) examine the annual reports submitted by the Director of the Centre, including a biennial self-assessment reports of the Centre's contribution to UNESCO's programme objectives;
- (d) examine the periodic independent audit reports of the financial statements of the Centre and monitor the provision of such accounting records necessary for the preparation of financial statements;
- (e) adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws of the country;
- (f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.

3. The Governing Board shall meet in ordinary session at regular intervals, at least once every calendar year; it shall meet in extraordinary session if convened by its Chairperson, either on his/her own initiative or at the request of the Director-General of UNESCO or of the majority of its members.

4. The Governing Board shall adopt and follow its own rules of procedure.

### **Article 8 – UNESCO's contribution**

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of the Centre, in accordance with the strategic goals and objectives of UNESCO by:

- (a) providing the assistance of its experts in the specialized fields of the Centre;

- (b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations;
  - (c) seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis if justified by the implementation of a joint activity/project within a strategic programme priority area.
2. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO's programme and budget, and UNESCO will provide Member States with accounts relating to the use of its staff and associated costs.

### **Article 9 – Contribution by the Government**

1. The Government shall provide all the resources, either financial or in-kind, required for the administration and proper functioning of the Centre through the University of Dundee, as a Government-funded higher education institute.
2. The Government, through the University of Dundee, undertakes to:
- (a) make available to the Centre premises suitable for its activities;
  - (b) entirely assume the maintenance of the premises;
  - (c) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise: secretarial support; marketing and communication support; development and events support; IT support; support for financial management; and, support for teaching and training.

### **Article 10 – Participation**

1. The Centre shall encourage the participation of Member States and Associate Members of UNESCO, which by their common interest in the objectives of the Centre, desire to cooperate with the Centre.
2. Member States and Associate Members of UNESCO wishing to participate in the Centre's activities, as provided for under this Agreement, shall send to the Centre notification to this effect. The Director shall inform the Parties to the agreement and other Member States of the receipt of such notifications.

### **Article 11 – Responsibility**

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Centre, and shall also not be subject to any legal process, and/or bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

### **Article 12 – Evaluation**

1. UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to ascertain:
- (a) whether the Centre makes a significant contribution to the UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of C/5 document (Programme and Budget), including the two global priorities of UNESCO, and related sectoral or programme priorities and themes;

- (b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
2. UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of the Centre to UNESCO strategic programme objectives, to be funded by the Government or Centre.
3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted.
4. Following the results of an evaluation, each of the Parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 16 and 17.

### **Article 13 – Use of UNESCO name and logo**

1. The Centre may mention its affiliation with UNESCO. It may therefore use after its title the mention “under the auspices of UNESCO”.
2. The Centre is authorized to use the UNESCO logo or a version thereof on its letter headed paper and documents including electronic documents and web pages in accordance with the conditions established by the governing bodies of UNESCO.

### **Article 14 – Entry into force**

This Agreement shall enter into force following its signature by the Parties. The present Agreement shall replace and supersede the Agreement concluded on the 5th of June 2014 and extended on the 11th of June 2020 until 31 December 2020 by the Parties regarding the establishing of the Centre.

### **Article 15 – Duration**

This Agreement is concluded for a period of six (6) years as from its entry into force. The Agreement shall be renewed upon common agreement between Parties once the Executive Board made its comments based on the results of the renewal assessment provided by the Director-General.

### **Article 16 – Denunciation**

1. Each of the Parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within twenty-one (21) days following receipt of the notification sent by one of the Parties to the other.

### **Article 17 – Revision**

This Agreement may be revised by written consent between the Government and UNESCO.

**Article 18 – Settlement of disputes**

1. Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement, if not settled by negotiation or any other appropriate method agreed to by the parties, shall be submitted for final decision to an arbitration tribunal composed of 3 members, one of whom shall be appointed by a representative of the Government, another by the Director-General of UNESCO, and a third, who shall preside over the tribunal, shall be chosen by the first two. If the two arbitrators cannot agree on the choice of a third, the appointment shall be made by the President of the International Court of Justice.

2. The Tribunal's decision shall be final.

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in two (2) copies in the English language, on

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For the United Nations Educational,  
Scientific and Cultural Organization

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For the Government of the  
United Kingdom of Great Britain  
and Northern Ireland