

Draft Agreement

between

The United Nations Educational, Scientific and Cultural Organisation (UNESCO)

and

The Government of the Federal Republic of Germany

regarding

The continued Operation of the International Centre for Water Resources and Global Change
(ICWRGC) as a Category 2 Centre under the Auspices of UNESCO

(Date xxx)

The United Nations Educational, Scientific and Cultural Organization,
and
the Government of the Federal Republic of Germany,

hereinafter referred to as the “Parties”,

Having regard to resolution XVIII-3 of the UNESCO Intergovernmental Council of the International Hydrological Programme (IHP) of June 2008 welcoming the proposal to establish the International Centre for Water Resources and Global Change (ICWRGC) in the Federal Republic of Germany, under the auspices of UNESCO.

Considering that the Director-General of UNESCO has been authorized by the General Conference (35 C/ Resolution 25) to conclude with the Government of the Federal Republic of Germany an agreement in conformity with the draft that was submitted to the General Conference, which was signed on 9 July 2014, for a duration of six years.

Having regard to decision 210 EX/21.III of the UNESCO Executive Board, which authorized the Director-General to sign the renewal Agreement for the continued operation of the Centre.

Desirous of defining the terms and conditions governing the cooperation that shall be granted to the said Centre in this Agreement.

Have agreed as follows:

Article 1
Definitions

- (1) In this Agreement, “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
- (2) “Federal Government” means the Government of the Federal Republic of Germany.
- (3) “Centre” means the International Centre for Water Resources and Global Change (ICWRGC).

Article 2

Operation

The Federal Government takes any measures, in conformity with German legislation, that may be required for the continued operation of the Centre as a category 2 centre under the auspices of UNESCO, as provided for under this Agreement. The Centre will be located within the Secretariat of the German National Committee for the IHP.

Article 3

Purpose of the Agreement

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

Article 4

Legal status

The Centre shall enjoy in the territory of the Federal Republic of Germany all capacity necessary for exercising its functions in accordance with Article 5 of this agreement. The Centre's governing board will provide the technical, programmatic and scientific oversight. In order to ensure full functionality, the legal supervision is administered by the Federal Ministry of Transport and Digital Infrastructure or a person appointed by the latter.

Article 5

Functions and objectives

The functions and objectives of the Centre shall be to:

1. emphasize the pursuit of sustainable development and integrated water resources management, especially in the light of global change through the development of scientific research, provision of global and regional data products, adaptation strategies, education, training and awareness-raising at all levels, the development of appropriate policies and practices, the international networking of scientists and the transfer of information and knowledge;

2. implement studies and research related to sustainable water resources development in the context of global change, considering the full range of its facets, to improve prospects for poverty reduction and achieving the Sustainable Development Goals (SDGs) and Agenda 2030. This proposal relies on UNESCO`s water programme to integrate measurement, generalize process understanding and model climate variability and change to enhance sustainable development using an eco-hydrology approach in the watershed context. The Centre will investigate transnational water resources development strategies, adaptation strategies, the implications global change brings about in developed and developing societies;
3. disseminate results of the research undertaken through seminars, workshops, training courses, conferences and periodic publications and E-learning;
4. serve as an extensive global database (of hydrological data, state-of-the-art knowledge, list of scientists) in order to transfer knowledge and information to other countries and regions;
5. facilitate the development of inter-institutional and multinational research and educational activities that support and contribute to the strengthening of the existing scientific and academic institutions of the region.

Article 6
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 of the Centre shall inform the Parties to the Agreement and other Member States of the receipt of such notifications.

Article 7
Governing Board

(1) The Centre shall be guided and supervised by a Governing Board composed of:

1. a representative of the Federal Government as the President of the board;
2. up to four representatives of Member States which have sent to the Centre notification for membership, in accordance with the stipulations of Article 6, paragraph 2 above, and have expressed interest in being represented on the Board in order to ensure, as far as possible, equitable geographical representation;
3. a representative of the Director-General of UNESCO;
4. one representative of each member of the German National Committee for the IHP;
5. one representative of each funding organisation.

(2) The Governing Board shall:

1. approve the long-term and medium-term programmes of the Centre;

2. approve the annual work plan of the Centre, including the staffing table;
3. examine the annual reports submitted by the director of the Centre, including a biennial self-assessment report of the Centre's contribution to UNESCO's programme objectives;
4. 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;
5. adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws of Germany;
6. 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, or at the request of the Director-General of UNESCO, or a majority of its members.

(4) The Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Federal Government and UNESCO.

Article 8

Contribution of UNESCO

(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:

1. providing the assistance of its experts in the specialized fields of the Centre; (and/or)
2. engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; (and/or)

3. seconding members of its staff temporarily, as may be decided by the Director-General of UNESCO 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 of the Federal Government

(1) The Secretariat of the German National Committee for the IHP supports the functioning of the Centre in line with the resources provided by the Federal Government and in Coordination with the funding organisations.

(2) In accordance with paragraph 3, the Federal Government undertakes to:

1. make available to the Centre the salaries and compensations of the Secretariat staff, including the Director of the Centre, and make available to the Centre the necessary staff and provide the Centre with appropriate office space, equipment and facilities;
2. entirely assume the maintenance of the premises; and cover the communication, utilities plus the expenses of holding the sessions of the Governing Board;
3. make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise the implementation of studies, training and publication activities, complementing the contributions from other sources.

(3) This Agreement does not require the obligation of funds. Notwithstanding any other provision of this Agreement, all German responsibilities and activities under this Agreement or any further implementing agreements between the Parties, shall be subject to the availability of funds.

Article 10
Responsibility

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

Article 11
Evaluation

(1) UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to ascertain:

1. 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;
2. 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 host country or Centre.

(3) UNESCO undertakes to submit to the Federal Government, at the earliest opportunity, a report on any evaluation conducted.

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 15 and 16.

Article 12

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 letterheaded paper and documents including electronic documents and web pages in accordance with the conditions established by the governing bodies of UNESCO.

Article 13

Entry into force

The present Agreement shall enter into force on the date of signature thereof.

The present Agreement shall replace and supersede the Agreement concluded on the 9th of July 2014 and extended on the 24th of June 2020 until 31 December 2020 by the Parties regarding the establishing of the Centre.

Article 14

Duration

This Agreement is concluded for a period of six years as from its entry into force.

Article 15

Denunciation

(1) Each of the Parties shall be entitled to denounce the Agreement unilaterally.

(2) The denunciation shall take effect within 90 days following receipt of the notification sent by one of the Parties to the other.

Article 16

Revision

The Parties may revise this Agreement by written agreement.

Article 17

Settlement of disputes

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

(2) The decision of the tribunal shall be final.

Done in _____ on (Date) _____ in two versions in the English and German languages, both texts being equally authentic.

For the United Nations Educational,
Scientific and Cultural Organisation

For the Government of
The Federal Republic of Germany