

DRAFT AGREEMENT BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

**THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL
ORGANIZATION**

ON

**THE REGIONAL HUMID TROPICS HYDROLOGY AND WATER RESOURCES CENTRE
FOR SOUTH-EAST ASIA AND THE PACIFIC (HTC KUALA LUMPUR), IN MALAYSIA**

AS

A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO

THE GOVERNMENT OF MALAYSIA, as represented by the Ministry of Water, Land and Natural Resources (hereinafter referred to as "the Government")

AND

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION, as represented by the United Nations Educational, Scientific and Cultural Organization Director-General (hereinafter referred to as "UNESCO") (hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

HAVING REGARD to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of the renewal of the Agreement, signed on 27 October 1999, on the establishment and operation of the Regional Humid Tropics Hydrology and Water Resources Centre for South-East Asia and the Pacific (HTC Kuala Lumpur), in Malaysia, as a category 2 Centre under the auspices of UNESCO, following the positive results of the evaluation undertaken in April 2018.

CONSIDERING that the Executive Board, at its 205th session, was informed of the results of the evaluation of the Regional Humid Tropics Hydrology and Water Resources Centre for South-East Asia and the Pacific (HTC Kuala Lumpur) and authorised the Director-General to renew the agreement with the Government of Malaysia on 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**

In this Agreement, unless the context requires a different meaning -

1. "UNESCO" means The United Nations Educational, Scientific and Cultural Organization.
2. "Centre": means the Regional Humid Tropics Hydrology and Water Resources Centre for South-East Asia and the Pacific, in Kuala Lumpur, Malaysia.
3. "UNESCO-IHP" means UNESCO's International Hydrological Programme.

**ARTICLE 2
OPERATION OF THE CENTRE**

The Government, subject to the laws, rules, regulations and national policies from time to time in force, shall take, in the course of the year 2018, any measures that may be required for continuing the operation of the Centre, as provided for under this Agreement.

**ARTICLE 3
PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to define the terms and conditions governing collaboration between the Government and UNESCO, 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 enjoys, within its territory, the functional autonomy necessary in accordance to the laws, rules and regulations and national policies of Malaysia from time to time for the execution of its activities and the legal capacity to -
 - (a) contract;
 - (b) institute legal proceedings; and
 - (c) acquire and dispose of movable and immovable property.

**ARTICLE 5
CONSTITUTIVE ACT**

The constitutive act of the Centre shall 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 Board.

**ARTICLE 6
FUNCTIONS AND OBJECTIVES**

The key functions of the Centre shall be to -

- (a) coordinate the implementation of cooperative hydrological and water resources research projects and activities;
- (b) enhance the networking with UNESCO-IHP National Committees and other similar centres for exchange of scientific and technical information on research results;
- (c) organize training courses, seminars, workshops and meetings for knowledge and technology transfer; and
- (d) produce related hydrological and water resources publications and media for distribution.

The objectives of the Centre shall be to-

- a) promote a conducive atmosphere for collaboration through technology and information exchange in education and science on the hydrological cycle and water resource; and
- (b) increase scientific and technological knowledge on the hydrological cycle.

ARTICLE 7 GOVERNING BOARD

1. The Centre shall be guided and supervised by a Governing Board, which shall be renewed every two (2) years and include –
 - (a) a representative of the Government ;
 - (b) representatives of UNESCO's Member States which have sent to the Centre notification for membership, in accordance with the stipulations of Article 10, paragraph 2, hereunder, and have expressed interest in being represented on the Board; and
 - (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 and budget of the Centre, including the staffing table;
 - (c) 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 ;
 - (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, as well as determine the financial, administrative and personnel management procedures, for the Centre in accordance with the laws of the country; and
 - (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 in two (2) years, and it shall meet in extraordinary session if convened by its Chairperson, either on his or her own initiative or at the request of the UNESCO Director-General or of a majority of its members.
4. The Governing Board shall adopt its own rules of procedure.

ARTICLE 8
CONTRIBUTION OF UNESCO

1. UNESCO may provide assistance, as required, in the form of technical assistance for the programme and 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; and
 - (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 OF 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 and shall do so in accordance with the laws, rules, regulations and national policies from time to time in force.
2. The Government undertakes to -
 - a) make available to the Centre appropriate office space, equipment and facilities;
 - b) entirely assume the communication, utilities and maintenance costs of the Centre, plus the expenses of holding the sessions of the Governing Board and special consultative sessions;
 - c) contribute to the Centre funds that shall cover programmes and activities, such as capacity-building activities, studies and publications; and
 - d) make available to the Centre the administrative staff which shall comprise of a Director and secretariat staff (professional, technical and administrative support) for the performance of function of to the Centre.

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 programme and 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 the UNESCO's Approved Programme and Budget document (C/5), including the two global priorities of UNESCO, and related sectorial or programme priorities and themes; and
 - (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 host country 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 20 hereunder.

**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 words "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 on electronic documents and web pages, in accordance with the conditions established by the governing bodies of UNESCO.

**ARTICLE 14
CONFIDENTIALITY**

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Party, during the period of the implementation of this Agreement or any other agreements made pursuant to this Agreement.
2. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Agreement.

**ARTICLE 15
SUSPENSION**

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Agreement, which suspension shall take effect immediately after notification has been communicated to the other Party through diplomatic channels or the other appropriate channels through diplomatic channels or other appropriate channels. The suspension will not affect the overall duration of the Agreement as specified in Article 19 hereunder.

**ARTICLE 16
REVISION, MODIFICATION AND AMENDMENT**

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Agreement.
2. Any revision, modification or amendment agreed upon by the Parties shall be reduced in writing and shall form part of this Agreement.
3. Such revision, modification or amendment shall come into effect on such date as may be determined by the Parties.
4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Agreement prior or up to the date of such revision, modification or amendment.

**ARTICLE 17
SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiation between the Parties through diplomatic channels or other appropriate channels without reference to any third party or international tribunal.

**ARTICLE 18
ENTRY INTO FORCE**

This Agreement shall enter into force on the date of its signature by the Parties.

**ARTICLE 19
DURATION**

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

**ARTICLE 20
TERMINATION**

1. Either Party may terminate this Agreement by notifying the other Party of its intention to terminate this Agreement by notice, in writing, at least three (3) months prior to its intention to do so.
2. The termination of this Agreement shall not affect the implementation of on-going activities and/or programmes which have been agreed upon before the date of the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by the respective Parties, have signed this Agreement.

DONE in Paris on in two (2) original texts in the English language, both texts being equal authentic.

**FOR THE GOVERNMENT OF
MALAYSIA**

**FOR THE UNITED NATIONS
EDUCATIONAL,
SCIENTIFIC AND CULTURAL
ORGANIZATION**

**Ministry of Water, Land and Natural
Resources**

Audrey Azoulay

Director-General