

DRAFT

**TRIPARTITE AGREEMENT**

**BETWEEN**

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

**AND**

**THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT  
AND**

**THE REGIONAL CENTRE FOR TRAINING AND WATER STUDIES IN  
ARID AND SEMI-ARID REGIONS**

**REGARDING THE RENEWAL OF THE REGIONAL CENTRE FOR  
TRAINING AND WATER STUDIES IN ARID AND SEMI-ARID  
REGIONS AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF  
UNESCO**

The United Nations Educational, Scientific and Cultural Organization

and

The Government of the Arab Republic of Egypt

and

The Regional Centre for Training and Water Studies in Arid and Semi-Arid Regions (RCTWS)

*Having regard to* 31 C/Resolution 18 whereby the UNESCO General Conference approved, in 2001, the establishment in Egypt of the Regional Centre for Training and Water Studies of Arid and Semi-Arid Zones as a category 2 Centre under the auspices of UNESCO, in response to the proposal by the Government of the Arab Republic of Egypt,

*Considering* that the Director-General had been authorized by the Executive Board in decision 196 EX/14 to conclude with the Government of the Arab Republic of Egypt the Agreement to renew the designation of the Regional Centre for Training and Water Studies of Arid and Semi-arid Zones as a category 2 centre under the auspices of UNESCO, and that the agreement was signed and entered into force on 14 May 2015, for a duration of six years,

*Recalling* Decision [...], by which the Executive Board decided to renew the designation of RCTWS as a category 2 centre under the auspices of UNESCO and authorized the Director-General to sign the corresponding Agreement,

*Desirous* of updating the defined terms and conditions governing the framework for cooperation between UNESCO, the Government of the Arab Republic of Egypt and the Regional Centre for Training and Water Studies of Arid and Semi-arid Zones ,

## **HAVE AGREED AS FOLLOWS:**

### **Article 1 – Definitions**

- a. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
- b. “Government ” refers to the Government of the Arab Republic of Egypt.
- c. “Centre” refers to the Regional Centre for Training and Water Studies in Arid and Semi-Arid Regions (RCTWS) in 6<sup>th</sup> of October City, Giza, Egypt.
- d. UNESCO-IHP refers to UNESCOs Intergovernmental Hydrological programme
- e. “Parties” refers to the United Nations Educational, Scientific and Cultural Organization, the Government of the Arab Republic of Egypt and the Regional Centre for Training and Water Studies in Arid and Semi-Arid Regions (RCTWS).

### **Article 2 – Operation**

The Government and Centre agree to take any measures that may be required for the continued operation of RCTWS as a category 2 centre under the auspices of UNESCO, 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 UNESCO, the Government and the Centre regarding the status of the RCTWS as a category 2 centre under the auspices of UNESCO and also the rights and obligations stemming therefrom for the Parties.

### **Article 4 – Legal status**

- a. The Centre shall be independent of UNESCO.
- b. The Government and the Centre shall ensure that the Centre enjoys within the territory of the Arab Republic of Egypt the autonomy necessary for the execution of its activities and has the legal capacity to:
  - i. contract;
  - ii. institute legal proceedings;
  - iii. acquire and dispose of movable and immovable property.

### **Article 5 – Constitutive Act**

The Government and the Centre shall ensure that the Constitutive Act of the Centre includes 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 – Objectives and Functions**

1- The Centre pursues the following specific objectives:

- a) to generate and provide scientific and technical information on training and water studies of arid and semi-arid issues in the Arab States and Africa that will support the formulation of sound policies addressing water security at the local, national and regional level;
- b) to promote studies on water management issues, particularly those relevant to water scarcity in arid and semi-arid regions, through regional cooperative arrangements that strengthen local capabilities and involve international institutions and networks, in

- particular those under the auspices of the UNESCO-IHP and within the sustainable development goals of the 2030 Agenda (especially SDG 6 on water and sanitation);
- c) to undertake, within the Arab States and Africa, effective training and capacity-building activities at the institutional and professional levels, and awareness-raising activities targeted at various audiences, including the general public; and,
  - d) to foster cooperation with international institutions in order to advance knowledge in the field of water scarcity and water management in arid and semi-arid regions,

2- The functions of the Centre are:

- a) to promote scientific studies of water issues relevant to arid and semi-arid regions, including those concerned with water management under conditions of scarcity and to develop and /or coordinate cooperative research and study activities on water scarcity and management in arid and semi-arid zones, taking advantage particularly of the installed scientific and professional capacities in Arab States and Africa, and the relevant UNESCO-IHP networks and non-governmental organizations;
- b) to participate actively in existing technical and policy information networks dealing with arid and semi-arid water issues, in particular UNESCO's Water and Development Information for Arid Lands: A Global Network (G-WADI) network, regionally and globally;
- c) to organize knowledge and information transfer activities on the subjects, including regional/ international training courses as well as multidisciplinary training programs, symposia and/or workshops, and to engage in appropriate awareness-raising activities;
- d) to provide technical consulting and advisory services in the region and beyond, as required; and,
- e) to produce technical publications and other media items related to the activities of the Centre.

**3 The Centre shall pursue the above objectives and functions in close coordination with the UNESCO-IHP.**

**Article 7 – Governing Board**

1. The Centre shall be guided and overseen by a Governing Board, renewed every four years, and include:
  - i. a representative of the Government who shall be appointed by, or shall be, the Minister of Water Resources and Irrigation of the Arab Republic of Egypt (MWRI), and shall be the ex-officio Chairperson of the Governing Board;
  - ii. Up to three (3) representatives of relevant governmental and official entities (e.g. National Water Research Centre, relevant MWRI Sectors,, ministries of agriculture, electricity, environment, holding company for drinking water and waste water);
  - iii. up to two representatives of Member State(s) and or Associate Member State(s), which have sent to the Centre notification for membership, in accordance with the stipulations of Article 12.b and have expressed interest in

- being represented on the Board;
- iv. a representative of the Director-General of UNESCO.
  - v. The Director of the Regional Center for Training and Water Studies RCTWS (as a non-voting member), who shall act as observer to the Governing Board.

The following representatives will be invited as observers without the right to vote:

- i. Up to two representatives of regional intergovernmental or international or regional organizations which provide an essential contribution to the budget and the activity of the Centre; the decision on their membership is made by the Governing Board.
2. The Governing Board shall:
- i. approve the long-term and medium-term programmes of the Centre;
  - ii. approve the annual work plan and budget of the Centre, including the staffing table;
  - iii. examine the annual and evaluation reports submitted by the Director of the Centre, including reports of the Centre's contribution to UNESCO's approved programme and budget (C/5), global strategies and action plans as well as sectoral programme priorities, and develop response strategies for strengthening such contribution;
  - iv. 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;
  - v. 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;
  - vi. 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 3of its voting members.
4. The Governing Board shall adopt its own rules of procedure. For its first meeting the procedure shall be established by the Government and UNESCO.

### **Article 8 – Contribution by the Government**

1. The Government shall provide all the resources, financial or in-kind, required for the administration and proper functioning of the Centre.

2. The Government undertakes to:
  - a. make available to the Centre fully equipped premises; and,
  - b. entirely assume all running costs and salary of staff; and,
  - c. contribute to the Centre the required budget per annum for the implementation of the activities of the Centre; and,
  - d. make available to the Centre the administrative staff necessary for the full performance of its functions.

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

The Centre shall provide, in cooperation with the Government, all necessary financial resources and costs related to the maintenance of the premises, equipment, facilities, utilities and communications, as well as the staff necessary, for performance of its functions as a category 2 centre under the auspices of UNESCO

### **Article 10 – Financial Contribution to UNESCO**

With a view to recovering costs incurred by UNESCO in administering, monitoring, reporting and other operational processes vis-à-vis category 2 centres, the Centre shall make an annual contribution, to the corresponding UNESCO Programme Sector, equivalent to at least US \$1,000 by 31 December of every year from the entry into force of this Agreement.

### **Article 11 – UNESCO's Contribution**

- a. UNESCO may provide technical assistance, as needed, for the actions of the Centre, in accordance with UNESCO's Approved Programme and Budget (C/5), including global strategies and action plans, as well as sectoral programme priorities by:
  - i. providing the assistance of its experts in the specialized fields of the Centre;
  - ii. engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; and
  - iii. 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 or project within a strategic programme priority area.
- b. Additional technical contributions from the UNESCO-IHP may include:
  - iv. The provision of technical advice in the formulation of the short-term, middle-term, and long term programmes of the Centre;
  - v. the provision, as appropriate, to the Centre of UNESCO-IHP publications

- and other pertinent material, and the dissemination, as appropriate, of information on the activities of the Centre via the UNESCO-IHP website, newsletters and other mechanisms at its disposal; and,
- vi. the participation of members of the UNESCO-IHP Secretariat, when appropriate, in the scientific, technical and training meetings held by the Centre.
- c) 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 12 – Participation**

- a. 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.
- b. Member States and Associate Members of UNESCO wishing to participate in the Centre's activities and to be represented on the Governing Board as a member, 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 participating Member States of the receipt of such notifications.

### **Article 13 – 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 14 – Evaluation**

- a. UNESCO may, at any time, carry out an evaluation of the activities of the Centre to be funded by the Centre or the Government concerned in order to ascertain whether:
  - i. the Centre makes a significant contribution to UNESCO's prevailing Approved Programme and Budget (C/5) at the time in which it was designated, including global strategies and action plans as well as sectoral programme priorities;
  - ii. the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
- b. UNESCO shall, for the purpose of the renewal of this Agreement, conduct an evaluation of the contribution of the Centre to UNESCO's prevailing Approved Programme and Budget (C/5), including global strategies and action plans, as well as sectoral programme priorities. This evaluation, managed by UNESCO, shall be financed entirely by the Centre.
- c. UNESCO undertakes to submit the conclusions of the renewal evaluation to the

Centre and the Government concerned and to make available the renewal evaluation report on the relevant Programme Sector(s)' website.

- d. Following the conclusions of a renewal evaluation, each of the Parties shall have the option of requesting a revision of the contents of the Agreement or of denouncing the Agreement, as envisaged in Articles 18 and 19.

#### **Article 15 – Use of UNESCO's name and logo**

- a. The Centre may mention its affiliation with UNESCO. It may therefore use after its title the mention "under the auspices of UNESCO".
- b. The Centre is authorized to use the UNESCO logo or a version thereof on its letterheaded paper and documents including electronic documents and websites in accordance with the conditions established by the governing bodies of UNESCO.
- c. Use of UNESCO's name and logo including in the name, on letterheaded paper and documents, including electronic documents and websites of the Centre are strictly prohibited in the absence of a valid agreement with UNESCO.

#### **Article 16 – Entry into force**

This Agreement shall enter into force upon its signature by the Parties.

#### **Article 17 – Duration**

This Agreement is concluded for a period of 8 (eight) years as from its entry into force. The Agreement shall be renewed or terminated on the basis of a decision by the Executive Board following a recommendation of the Director-General.

#### **Article 18 – Denunciation**

- a. Each of the Parties shall be entitled to denounce this Agreement unilaterally.
- b. The denunciation shall take effect within 120 days following receipt of the notification sent by one of the Parties to the other.

#### **Article 19 – Revision**

This Agreement may be revised by written consent between the Government, the Centre, and UNESCO, further to, and taking into account the recommendations of a renewal evaluation.

#### **Article 20 – Settlement of disputes**

Any dispute arising from this Agreement shall be settled by mutual understanding of the Parties. In the absence of an amicable settlement, the dispute shall be referred to arbitration

in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

**Article 21 – Privileges and immunities**

Nothing in or relating to the present Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO

IN WITNESS WHEREOF, the undersigned have signed this Agreement,

DONE in 3 copies in English language, on .....

.....  
For the United Nations  
Educational, Scientific  
and Cultural  
Organization

.....  
For the Government of  
Arab Republic of Egypt

.....  
For the Regional  
Centre for Training and  
Water Studies in Arid  
and Semi-Arid Regions