

**DRAFT AGREEMENT**

**BETWEEN**

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

**AND**

**THE GOVERNMENT OF SUDAN**

**REGARDING**

**THE REGIONAL CENTRE ON CAPACITY DEVELOPMENT  
AND RESEARCH IN WATER HARVESTING (CATEGORY 2)**

The Government of Sudan

and

The United Nations Educational, Scientific and Cultural Organization,

Hereinafter referred as the "Parties",

Having regard to 36 C/Resolution 28, whereby the UNESCO General Conference seeks to favour International cooperation in water management by establishing, in Sudan, a category 2 Centre placed under the auspices of UNESCO;

Having considered Resolution XIX-6, adopted by the Intergovernmental Council of the International Hydrological Programme (IHP) at its 19th session in July 2010, which seeks to favour, through the Centre, regional cooperation on water harvesting;

Considering 37 C/Resolution 93 by which the General Conference approved a new integrated comprehensive strategy for Category 2 Institutes and Centres, and requested the Director-General to apply this strategy to any renewals of existing agreements, and

Having regard to the decision 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, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
2. "Government" means the Government of Sudan.
3. "Centre" means the Regional Centre on Capacity Development and Research in Water Harvesting (RCWH).
4. "Region" refers to countries of East Africa and the Arab States.

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

The Government agrees to take in the course of the year 2019, any measures that may be required for the continuation of the Centre in Sudan, 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 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 objective of the Centre shall be to act as a platform for research and training on water harvesting in the Region.
2. The functions of the Centre shall be to:
  - (a) conduct specialized training programmes and other capacity development activities, and to raise awareness and knowledge on water harvesting through the conduct of training sessions for stakeholders at both the national and regional levels;
  - (b) promote scientific research and undertake effective capacity development activities at the institutional and professional levels;
  - (c) create and reinforce networks among institutions and individuals for the exchange of scientific , technical and policy information;
  - (d) develop and coordinate cooperative research activities, taking particular advantage of the scientific and professional capacity of the IHP networks and the relevant programmes of non-governmental organizations, international institutions and networks;
  - (e) organize knowledge and information transfer activities, including national, regional and international symposia or workshops , and engage in appropriate awareness-raising activities targeted at various audiences, including the general public;
  - (f) develop a strong programme of information and communication technology, as well as a database on water harvesting;
  - (g) produce technical publications and other media items related to the activities of the Centre, with the opportunity of producing joint publications with UNESCO, observing the quality assurance of their publications; and,
  - (h) provide technical consulting services on water harvesting.
3. The Centre shall pursue the above objectives and perform the above-mentioned 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 of Sudan 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; and,
  - (d) three other members representing key stakeholders (NGOs, development organizations, local communities), as observers.
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. For its first meeting the procedure shall be established by the Government and UNESCO.

### **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, needed for the administration and proper functioning of the Centre.
2. The Government undertakes to:
  - (a) make available to the Centre the salaries and compensations of the Secretariat staff, including the Director and make available to the Centre the necessary staff, and provide the Centre with appropriate office space, equipment and facilities;
  - (b) entirely assume the maintenance of the premises, and cover the communication, utilities and the expenses of the holding of the sessions of the Governing Board;
  - (c) contribute to the Centre the required budget per annum;
  - (d) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise the implementation of research, training and publication activities and complementing the contributions from other sources.

#### **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 the 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 the Agreement 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.

### **Article 15 – Duration**

This Agreement is concluded for a period of six years as from its entry into force. The Agreement shall be renewed upon common agreement between the 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 30 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 Government of Sudan

Eng. Khider Mohamed Gasamelseed Hamad

Minister of Water Resources, Irrigation and  
Electricity

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For the United Nations Educational,

Scientific and Cultural Organization  
Audrey Azoulay

Director - General