

DRAFT AGREEMENT

BETWEEN

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

AND THE GOVERNMENT OF THE REPUBLIC OF KOREA

REGARDING

**THE RENEWAL OF THE INTERNATIONAL CENTRE FOR WATER
SECURITY AND SUSTAINABLE MANAGEMENT UNDER THE
AUSPICES OF UNESCO (CATEGORY 2)**

The United Nations Educational, Scientific and Cultural Organization and the Government of the Republic of Korea (hereinafter jointly referred to as the “Parties”),

Having regard to the resolution (37 C/Resolution 29, 2013) whereby the UNESCO General Conference seeks to favour international cooperation in respect of water security through the establishment of an International Centre for Water Security and Sustainable Management in the Republic of Korea,

Recalling Decision [...], by which the Executive Board of UNESCO decided to renew the designation of the International Centre for Water Security and Sustainable Management as a category 2 centre under the auspices of UNESCO and authorized the Director-General of UNESCO to sign the corresponding Agreement,

Desirous of defining the terms and conditions governing the framework for cooperation between the Parties regarding the said Centre in this Agreement, and

Considering that UNESCO and the Centre signed a Memorandum of Understanding on the renewal of the International Centre for Water Security and Sustainable Management under the auspices of UNESCO (category 2) on [date]

HAVE AGREED AS FOLLOWS:

Article 1
Definitions

In this Agreement,

- a. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
- b. “Government” refers to the Government of the Republic of Korea.
- c. “Centre” refers to the International Centre for Water Security and Sustainable Management (i-WSSM).

Article 2
Operation

The Government shall agree to take any measures 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.

Article 3
Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing cooperation between the Parties on the continued operation of the Centre, and the rights and obligations stemming there from for the Parties.

Article 4
Legal Status

1. The Centre shall be independent of UNESCO.

2. The Government shall, in accordance with the laws and regulations of the Republic of Korea,
ensure that the Centre enjoys, within the territory of the Republic of Korea, the functional autonomy necessary for the execution of its activities and the legal capacity:
 - a. to contract;
 - b. to institute legal proceedings; and
 - c. to acquire and dispose of movable and immovable property.

Article 5
Constitutive Act

The Constitutive Act of the Centre shall include provisions describing precisely:

1. The legal status granted to the Centre, under the national legislation of the Republic of Korea, including the legal capacity necessary to exercise its functions and to receive funds, obtain payments for services rendered, and acquire and dispose of property necessary for its functioning; and

2. A governing structure for the Centre allowing UNESCO representation within its Governing Board.

Article 6
Objectives and Functions

1. The objectives and functions of the Centre shall be aligned with the relevant priorities of the UNESCO Mid-term Strategy (2022-2029), including:

- a. UNESCO Global Priorities on Gender Equality and Africa; and
 - b. Intergovernmental Hydrological Programme (IHP) Strategies and Priorities.
2. Based on the above UNESCO strategy and to contribute to the 2030 Agenda and its Sustainable Development Goals, the Centre shall undertake the following research, education and information hub activities, for the purpose of improving water security and sustainable management worldwide:
- a. building an integrated and problem-solving research system and pursuing multidisciplinary research to enhance water security;
 - b. providing case/field-oriented education and training to strengthen capacities relating to water security based on participating countries' needs;
 - c. acting as a global hub for sharing water-related information, thereby promoting strategic cooperation with concerned stakeholders worldwide and enhancing scientific and technical knowledge on water sector;
 - d. particularly, strengthening cooperation with UNESCO headquarters and regional offices, as well as category 2 centres/institutes;
 - e. publishing and disseminating research, education materials and other publications to enhance water security; and
 - f. participating in any other relevant international cooperation programmes for improving water security worldwide.

Article 7

Governing Board

1. The Centre's activities shall be guided and overseen by a Governing Board that shall be renewed every three (3) years and include:
 - a. three (3) representatives of the Government in charge of policies related to water resources management and international cooperation relevant to water resources;
 - b. one (1) representative of Korea Water Resources Corporation (K-water);
 - c. the Director of the Centre or his/her substitute (as a non-voting member);
 - d. two (2) representatives of relevant research institutes and/or universities;
 - e. up to two (2) representatives of Member States and Associate Members of UNESCO, which have notified their intent to be represented on the Governing Board as a member, in accordance with the stipulations of paragraph 2 of Article 10; and
 - f. one (1) representative of the Director-General of UNESCO.

2. The Governing Board shall:

- a. approve the medium- and long-term programmes of the Centre;
- b. approve the annual work plan and budget of the Centre, including the staffing table;
- c. examine the annual and evaluation reports submitted by the Director of the Centre, including reports on the Centre's contribution to UNESCO's Approved Programme and Budget (C/5), including global strategies and action plans, as well as sectoral programme priorities, and develop response strategies for strengthening such contribution;
- 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 national legislation of the Republic of Korea; 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 sessions at regular intervals at least once every calendar year. It shall meet in extraordinary sessions if convened by its Chairperson, either on his or her own initiative or at the request of the Director-General of UNESCO or of the majority of the members of the Governing Board.

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

Article 8

Contribution by the Government

1. The Government shall, subject to its relevant and appropriate laws and regulations, and following the annual budget appropriation of the Republic of Korea, provide all the resources,

either financial or in kind, needed for the administration and proper functioning of the Centre in the Republic of Korea.

2. The competent authorities of the Government, responsible for the contributions provided in paragraph 1 of this Article, are the Ministry of Environment (ME) and K-water.

3. The Government undertakes to:

- a. provide the Centre with appropriate office space, equipment and facilities;
- b. entirely assume the maintenance of the premises and cover the cost of communications and utilities;
- c. make available to the Centre the administrative staff necessary for its functions as provided in Article 6 of this Agreement; and
- d. finance the activities of the Centre.

Article 9

UNESCO's Contribution

1. UNESCO may provide technical assistance, as needed, for the activities 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:
 - 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 Approved Programme and Budget (C/5), and UNESCO will provide Member States with accounts relating to the use of its staff and associated costs.

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 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 of the Centre shall inform the Parties and other participating Member States and Associate Members of the receipt of such notifications.

Article 11
Responsibility

As the Centre is legally separate from UNESCO, UNESCO shall not be legally responsible for the acts or omissions of the Centre, and shall not be subject to any legal process, and 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, funded by the Centre, of the Centre's activities to ascertain whether:
 - a. the Centre made a significant contribution to UNESCO's Approved Programme and Budget (C/5) during the period under consideration, including to global strategies and action plans as well as sectoral programme priorities;
 - b. 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 renewal of this Agreement, conduct an evaluation of the contribution of the Centre to UNESCO's Approved Programme and Budget (C/5), at the time at which it was renewed, including global strategies and action plans, as well as sectoral programme priorities. This evaluation, managed by UNESCO, shall be financed entirely by the Centre.

3. UNESCO undertakes to submit to the Government a report of any evaluation conducted at the earliest opportunity and to make available it on the relevant Programme Sector's website.

4. 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 provided for in Articles 17 and 18.

Article 13
Use of UNESCO's Name and Logo

1. The Centre may mention its affiliation with UNESCO. It may, therefore, use after its title the phrase "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.
3. The use of UNESCO's name and logo including in the title, on its letter-headed paper and documents, including electronic documents and web pages, of the Centre is strictly prohibited in the absence of a valid agreement with UNESCO.

Article 14
Entry into Force

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

Article 15
Duration

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

Article 16
Relationship with the Prior Agreement

With the effect from the date of the entry into force of this Agreement, the Agreement between the Government of the Republic of Korea and the United Nations Educational, Scientific and Cultural Organization (UNESCO) regarding the Establishment of the International Centre for Water Security and Sustainable Management under the auspices of UNESCO (category 2) which entered into force on the 16th day of December, 2016 shall be terminated and replaced by this Agreement.

Article 17
Denunciation

Each of the Parties shall be entitled to denounce this Agreement unilaterally by a written notification to the other Party through diplomatic channels. The denunciation shall take effect on the thirtieth (30th) day following the receipt of the notification sent by the other Party.

Should this Agreement be denounced, the Memorandum of Understanding on the renewal of the International Centre for Water Security and Sustainable Management under the auspices of UNESCO (category 2) will terminate on the same date.

Article 18
Revision

This Agreement may be revised by mutual written consent of the Parties, and taking into account the recommendations of a renewal evaluation.

Article 19
Settlement of Disputes

Any dispute between the Parties concerning the interpretation or application of this Agreement shall be solved amicably.

Article 20
Privileges and Immunities

Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO in accordance with the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947, to which the Republic of Korea has been a party since 13 May 1977.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Agreement.

DONE in duplicate, in the English language.

For the United Nations
Educational, Scientific and Cultural
Organization

.....

Date:

For the Government of the
Republic of Korea

.....

Date
