

DRAFT MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

**THE INTERNATIONAL CENTRE FOR WATER SECURITY
AND SUSTAINABLE MANAGEMENT**

REGARDING

**THE RENEWAL OF THE INTERNATIONAL CENTRE
FOR WATER SECURITY AND SUSTAINABLE MANAGEMENT
IN THE REPUBLIC OF KOREA AS A CATEGORY 2 CENTRE
UNDER THE AUSPICES OF UNESCO**

The United Nations Educational, Scientific and Cultural Organization (UNESCO)
and
the International Centre for Water Security and Sustainable Management (i-WSSM),
together hereinafter referred to as the “Parties”

Having regard to the resolution (37 C/Resolution 29, 2013) whereby the UNESCO General Conference seeks to favor 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 Memorandum of Understanding, and

Desirous of defining the terms and conditions governing the framework for cooperation between the International Centre for Water Security and Sustainable Management under the auspices of UNESCO, and UNESCO that will be granted to the said Centre in this Memorandum of Understanding,

Have agreed as follows:

Article 1

Definitions

1. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
2. “Centre” refers to the International Centre for Water Security and Sustainable Management (i-WSSM).
3. “Parties” refers to UNESCO and the Centre.

Article 2

Operation

The Centre will take any measures that may be required for its continued operation as a category 2 centre under the auspices of UNESCO, as provided for under this Memorandum of Understanding.

Article 3
Purpose of the Memorandum of Understanding

The purpose of this Memorandum of Understanding is to define the terms and conditions governing cooperation between the Parties on the continued operation of the Centre, and the benefits and commitments stemming there from for the Parties.

Article 4
Legal Status

1. The Centre shall be independent of UNESCO.
2. The Centre shall ensure that it enjoys within the territory of the Republic of Korea the autonomy necessary for the execution of its activities and has the legal capacity to:
 - 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 as a contribution towards 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 will be guided and coordinated by a Governing Board that shall be renewed every three (3) years and include:

- a. three (3) representatives of the Government of the Republic of Korea 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), a separate legal entity reporting to the Ministry of Environment;
- 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 Article 11.2; and
- f. one (1) representative of the Director-General of UNESCO.

2. The Governing Board will:

- 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 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 the members of the Governing Board.

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

Article 8

Contribution by the International Centre for Water Security and Sustainable Management

The Centre will provide, in cooperation with the Government, all necessary financial resources, as well as the staff necessary, for performance of its functions as a category 2 centre.

Article 9
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 institutes and centres, the Centre will make an annual contribution to the UNESCO Natural Sciences Sector equivalent to at least US \$1,000 by 31 December of every year from the entry into force of this Memorandum of Understanding.

Article 10
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 or project within a strategic programme priority area.

2. In all the cases listed above, such assistance will 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 11
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 Memorandum of Understanding, shall send to the Centre a notification to this effect. The

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

Article 12

Responsibility

As the Centre is legally separate from UNESCO, UNESCO will not be legally responsible for the acts or omissions of the Centre and will also not be subject to any legal process, and bear no liabilities of any kind, be they financial or otherwise, except for the provisions expressly laid down in this Memorandum of Understanding.

Article 13

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 global strategies and action plans, as well as sectoral programme priorities; and
 - b. the activities effectively pursued by the Centre are in conformity with those set out in this Memorandum of Understanding.

2. UNESCO shall, for the purpose of the renewal of this Memorandum of Understanding, 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, will be financed entirely by the Centre.

3. UNESCO undertakes to submit to the Centre and to the Government of the Republic of Korea 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 Memorandum of Understanding or of denouncing the Memorandum of Understanding, as envisaged in Articles 17 and 18.

Article 14
Use of UNESCO's 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.
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 Memorandum of Understanding with UNESCO.

Article 15
Entry into Force

This Memorandum of Understanding will enter into force, after its signature by the Parties, on the date of entry into force of the Agreement between UNESCO and the Government of the Republic of Korea regarding the International Centre for Water Security and Sustainable Management as a category 2 centre under the auspices of UNESCO.

Article 16
Duration

This Memorandum of Understanding is valid for 8 years as from its entry into force. The Memorandum of Understanding 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 of UNESCO.

Article 17
Denunciation

1. Each of the Parties will be entitled to denounce this Memorandum of Understanding unilaterally.

2. The denunciation will take effect on the thirtieth (30th) day following receipt of the notification sent by the other Party.

3. Should the Agreement between UNESCO and the Government of the Republic of Korea regarding the Centre be terminated, the present Memorandum of Understanding will terminate on the same date.

Article 18

Revision

This Memorandum of Understanding 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 arising from this Memorandum of Understanding 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 Rule.

Article 20

Privileges and Immunities

Nothing in or relating to this Memorandum of Understanding will 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 party since 13 May 1977.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Memorandum of Understanding,

SIGNED in [2] copies in English

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For the United Nations
Educational, Scientific and
Cultural Organization

.....

For the International Centre for
Water Security and Sustainable
Management under the auspices of
UNESCO