

**DRAFT TRIPARTITE AGREEMENT  
BETWEEN**

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

**THE GOVERNMENT OF THE REPUBLIC OF SERBIA AND**

**THE CENTRE FOR WATER FOR SUSTAINABLE DEVELOPMENT AND  
ADAPTATION TO CLIMATE CHANGE (WSDAC) IN BELGRADE, SERBIA,**

**REGARDING**

**THE RENEWAL OF THE CENTRE FOR WATER FOR SUSTAINABLE  
DEVELOPMENT AND ADAPTATION TO CLIMATE CHANGE (WSDAC) AS A  
CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The United Nations Educational, Scientific and Cultural Organization

and

The Government of the Republic of Serbia

and

The Centre for Water for Sustainable Development and Adaptation to Climate Change (WSDAC),

*Having regard* to 36 C/Resolution 29, adopted by the UNESCO General Conference at its 36<sup>th</sup> session, whereby it approved the establishment of the Centre for Water for Sustainable Development and Adaptation to Climate Change (WSDAC) as a category 2 centre under the auspices of UNESCO, in response to the proposal by the Government of the Republic of Serbia,

*Considering* that the Director-General had been authorized by the General Conference to conclude the Agreement with the Government of the Republic of Serbia, which was signed on 24 April 2013 and entered into force on 4 June 2015, for a duration of six years;

Considering that the Executive Board, in 211 EX/ Decision 17.IV, approved the extension, until 31 December 2021, of the agreement concerning the Centre for Water for Sustainable Development and Adaptation to Climate Change (WSDAC),

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

*Desirous* of defining the terms and conditions governing the framework for cooperation between UNESCO, the Government of the Republic of Serbia and WSDAC, that shall be granted to the said centre in this Agreement,

## **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 Republic of Serbia.
- c. “Centre” refers to the Centre for Water for Sustainable Development and Adaptation to Climate Change (WSDAC), at the “Jaroslav Černi” Water Institute, in Belgrade, Serbia.
- d. “Parties” refers to the United Nations Educational, Scientific and Cultural Organization, the Government of the Republic of Serbia and the Centre for Water for Sustainable Development and Adaptation to Climate Change (WSDAC).

### **Article 2 – Operation**

The Government and the Centre agree to take any measures that may be required for the continued operation of WSDAC 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 WSDAC 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 Serbia 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**

The objectives/functions of the Centre shall be to:

- a. foster scientific coordination and exchange of information among different organizations involved in sustainable water resources management and the development of adaptation strategies due to climate change in collaboration with partner institutions in Serbia and in South-East Europe;
- b. generate and disseminate scientific and technical information on water resources management issues for the formulation of sound policies leading to sustainable and integrated water resources management at the local, national, regional and global levels;
- c. evaluate implications of global change and develop adaptation strategies through the design of new indicators;
- d. promote the development of regional research programs by linking regional and global initiatives that focus notably on the problem of sustainable water resources management linked to climate change, within the framework of relevant ongoing UNESCO initiatives

- and in particular to the Intergovernmental Hydrological Programme, Water Centres and Chairs, and the sustainable development goals of the 2030 Agenda (especially SDG 6 on water and sanitation);
- e. undertake effective capacity-building activities at institutional and professional levels to enhance human and institutional capacity in assessing the global change impact on water resources management by using advanced methods and technologies including indicators;
  - f. organize an awareness raising programme for various audiences like policy-makers and the general public at the national and regional level on the adaptation strategies to climate change and its impact on sustainable water resources management;
  - g. disseminate results of research undertaken through seminars, workshops, training courses, conferences and periodic publications to the wider scientific community and IHP networks.

### **Article 7 – Governing Board**

- a. The Centre shall be guided and overseen by a Governing Board, renewed every two years, and include:
  - i. a representative of the Ministry in charge of Education, Science and Technological Development of the Republic of Serbia;
  - ii. a representative of the "Jaroslav Černi" Water Institute;
  - iii. the Director of the Centre or his/her substitute (as a non-voting member);
  - iv. 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;
  - v. a representative of the Director-General of UNESCO.
  
- b. 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.
  
- c. 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 two or more of its members.
  
- d. The Governing Board shall adopt its own rules of procedure.

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

1. The Government shall, through the “Jaroslav Černí” Water Institute, and its existing infrastructure and staff, provide all the resources, either 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 premises at the “Jaroslav Černí” Water Institute, suitable for its activities;
  - b) Make available to the Centre, the administrative staff of the “Jaroslav Černí” Water Institute, necessary for the performance of its functions.

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

The Centre shall:

- a. assume all costs related to the maintenance of the premises, equipment, facilities, utilities and communications;
- b. 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 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 institutes and 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. 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 renewed, 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) at the time in 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 Government and/or 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 is 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 30 days following receipt of the notification sent by one of the Parties to the others.

#### **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 .....

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For the United Nations Educational, Scientific and Cultural Organization

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For the Government of the Republic of Serbia

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For the Centre for Water for Sustainable Development and Adaptation to Climate Change (WSDAC



