

DRAFT AGREEMENT BETWEEN

**THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC
AND CULTURAL ORGANIZATION**

AND

THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA

**CONCERNING THE ESTABLISHMENT AND OPERATION OF THE REGIONAL
CENTRE FOR INTEGRATED RIVER BASIN MANAGEMENT (RC-IRBM), IN NIGERIA,
AS A CATEGORY 2 CENTRE UNDER THE AUSPICES OF UNESCO**

The Government of the Federal Republic of Nigeria

and

The Director-General of the United Nations Educational, Scientific and Cultural Organization,

Having regard to resolution XVII-6 of the UNESCO Intergovernmental Council of the International Hydrological Programme (IHP) in July 2006 welcoming the proposal to establish the Regional Centre for Integrated River Basin Management (RC-IRBM) (hereinafter referred to as the "Centre"), in Kaduna, the Federal Republic of Nigeria, under the auspices of UNESCO,

Considering that the Director-General has been authorized by the General Conference (Resolution 36 C/...) to conclude with the Government of Nigeria an agreement in conformity with the draft that was submitted to the General Conference,

Desirous of defining the terms and conditions governing the cooperation that shall be granted to the said Centre in this Agreement,

HAVE AGREED AS FOLLOWS:

ARTICLE 1 - Interpretation

1. In this Agreement, "UNESCO" refers to the United Nations Educational, Scientific and Cultural Organization.
2. "Government" means the Government of the Federal Republic of Nigeria.
3. "Centre" means Regional Centre for Integrated River Basin Management (RC-IRBM).
4. "West African Region" refers to the region composed of Benin, Burkina Faso, Cape Verde, Cote d'Ivoire, Gambia, Ghana, Guinea, Guinea-Bissau, Liberia, Mali, Niger, Nigeria, Sierra Leone, Senegal and Togo.

ARTICLE 2 - Establishment

The Government shall agree to take any measures that may be required for the setting up in the Federal Republic of Nigeria in year 2011, as provided for under this Agreement, of the Regional Centre for Integrated River Basin Management (RC-IRBM), hereinafter referred to as "the Centre".

ARTICLE 3 - Participation

1. The Centre shall be established as an autonomous, independent legal entity at the service 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 other interested Member States and UNESCO of the receipt of such notifications.

ARTICLE 4 - Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing cooperation between UNESCO and the Government concerned and also the rights and obligations stemming there from for the parties.

ARTICLE 5 – Juridical personality

5.1. The Centre shall be independent of UNESCO.

5.2 The Centre shall enjoy on the territory of the Republic of Nigeria the functional autonomy necessary for the exercise of its functions and the legal capacity:

- to contract;
- to institute legal proceedings;
- to acquire and dispose of movable and immovable property.

ARTICLE 6 - Constitutive Act

The constitutive act of the Centre must include provisions concerning:

- (a) legal status granting to the Centre, under national legislation, the autonomous legal capacity necessary to exercise its functions and to receive subventions, 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 7 - Functions/objectives

Objectives and functions

1. The objectives of the Centre shall be to:

- a. Constitute a facilitator and synergetic structure providing the articulation of the different scientific and institutional stakeholders at local, national, regional and international levels, for the implementation of the IRBM particularly by facilitating interactions among and provide support to River Basin Development Authorities or Organizations in the West African Region;
- b. Conduct and promote hydroinformatics, integrated water resources management and socio-economics research;

- c. Provide IRBM training and tertiary education facility for water professionals and practitioners in the West African region..

2. The functions of the Centre shall be to:

- a) Coordinate the implementation of co-operative research projects and studies with regional, federal and local authorities as well as private sectors;
- b) Build and run networking for information and knowledge exchange capacity building in Member States of the West African Region;
- c) Organize training courses, seminars, workshops and meetings;
- d) Produce publications and dissemination of information.

3. The Centre shall pursue the above objectives and functions in close cooperation with IHP and other water-related centres under the auspices of UNESCO.

ARTICLE 8 - Governing Board

1. The Centre shall be guided and supervised by a Governing Board renewed every six years and composed of:

- (a) a representative of the Director General of UNESCO;
- (b) a representative of the Government or his/her appointed representative;
- (c) three representatives of Member States of UNESCO from the Economic Community Of West African States (ECOWAS) sub-region, which have sent to the Centre notification for membership, in accordance with the stipulations of Article 3, paragraph 2, above and have expressed interest in being represented on the Board;
- (d) a representative of the New Partnership for Africa's Development (NEPAD) as a non voting member;
- (e) the Executive Director of the National Water Resources Institute as non voting member

2. The Governing Board shall:

- (a) approve the long-term and medium-term programmes of the Centre;
- (b) approve the annual work plan and budget of the Centre, including the staffing table;
- (c) examine the annual reports submitted by the director of the Centre including a biennial self assessment of the Centre's contribution to UNESCO's programme objectives;
- (d) issue the general rules and regulations and determine the financial, administrative and personnel management of the Centre;
- (e) 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 at the

majority of its members. In the latter case it shall decide with the majority of the members present and casting a vote.

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 9 - Executive Committee

In order to ensure the effective running of the Centre between sessions, the Governing Board may delegate to a standing Executive Committee, whose membership it determines, such powers as it deems necessary.

ARTICLE 10 - Secretariat

1. The Centre's Secretariat shall consist of a Director and such staff as is necessary for the proper functioning of the Centre.

2. The Director shall be appointed by the Chairperson of the Governing Board in consultation with the Director-General of UNESCO.

3. The other members of the secretariat may comprise:

- (a) members of UNESCO's staff who are temporarily seconded and made available to the Centre, as provided for by UNESCO's regulations and by the decisions of its governing bodies;
- (b) any person appointed by the Director, in accordance with the procedures laid down by the Governing Board;
- (c) government officials who are made available to the Centre, as provided by government regulations.

ARTICLE 11 - Duties of the Director

The Director shall discharge the following duties:

- (a) direct the work of the Centre in conformity with the programmes and directives established by the Governing Board;
- (b) propose the draft work plan and budget to be submitted to the Governing Board for approval;
- (c) prepare the provisional agenda for the sessions of the Governing Board and submit to it any proposals that he or she may deem useful for the administration of the centre;
- (d) prepare reports on the Centre's activities to be submitted to the Governing Board and UNESCO;
- (e) represent the Centre in law and in all civil acts.

ARTICLE 12 - Contribution of UNESCO

1. UNESCO may provide assistance, as appropriate, in the form of a technical assistance for the programme activities of the Centre, in accordance with the strategic goals and objectives of UNESCO.

2. If appropriate, UNESCO undertakes to:
 - (a) provide the assistance of its experts in the specialized fields of the Centre;
 - (b) engage in temporary staff exchanges, whereby the staff concerned will remain on the payroll of the dispatching organizations; and
 - (c) second 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.
3. 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 13 - Contribution of 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 plus the expenses of holding the sessions of the Governing Board; and
 - (c) make available to the Centre the administrative staff necessary for the performance of its functions, which shall comprise the implementation of studies, training and publication activities, complementing the contributions from other sources.

ARTICLE 14 - Responsibility

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for it, and shall bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

ARTICLE 15 - 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 strategic goals of UNESCO;
 - b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
2. UNESCO undertakes to submit to the Government, at the earliest convenience, a report on any evaluation conducted.

3. Following the results of an evaluation, each of the contracting parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 19 and 20.

ARTICLE 16 - 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 letterheaded paper and documents in accordance with the conditions established by the governing bodies of UNESCO.

ARTICLE 17 - Entry into force

This Agreement shall enter into force, following its signature by the contracting parties, when they have informed each other in writing that all the formalities required to that effect by the domestic law of Nigeria and by UNESCO's internal regulations have been completed. The date of receipt of the last notification shall be deemed to be the date of entry into force of this Agreement.

ARTICLE 18 - Duration

This Agreement is concluded for a period of six years as from its entry into force and may be tacitly renewed.

ARTICLE 19 - Denunciation

1. Each of the contracting parties shall be entitled to denounce the Agreement unilaterally.
2. The denunciation shall take effect within 30 days following receipt of the notification sent by one of the contracting Parties to the other.

ARTICLE 20 - Revision

This Agreement may be revised by consent between the Government and UNESCO.

ARTICLE 21 - Settlement of disputes

1. Any dispute between UNESCO and the Government concerning the interpretation or application of this Agreement, if it is 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 three members, one of whom shall be appointed by a representative of the Government of The Republic of Nigeria, another by the Director-General of UNESCO, and the third, who shall preside over the Tribunal, chosen by these two. If the two arbitrators cannot agree on the choice of the 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 copies in the English language, on

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

.....
For the Government of the
Federal Republic of Nigeria

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