

DRAFT AGREEMENT

BETWEEN

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

AND

**THE GOVERNMENT OF ISLAMIC REPUBLIC OF PAKISTAN
REPRESENTED BY MINISTRY OF SCIENCE AND TECHNOLOGY**

REGARDING

**A REGIONAL WATER RESEARCH CENTRE ON HYDROLOGY OF HEADWATER
CATCHMENTS AT COMSATS INSTITUTE OF INFORMATION TECHNOLOGY,
ABBOTTABAD, PAKISTAN**

UNDER THE AUSPICES OF UNESCO (CATEGORY 2)

The Government of Islamic Republic of Pakistan

and

The United Nations Educational, Scientific and Cultural Organization,

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation in respect of creation of Regional Water Research Centre at COMSATS Institute of Information Technology, Abbottabad, Pakistan,

Considering that the Director-General has been authorized by the General Conference (38 C/Resolution XX) to conclude with the Government of Pakistan represented by Ministry of Science and Technology, an agreement for the establishment of the Regional Water Research Centre on Hydrology of Headwater Catchments,

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" refers to the Government of the Islamic Republic of Pakistan represented by the Ministry of Science and Technology.
3. "Parties" refers to the Government and UNESCO.
4. "Centre" refers to the "Regional Water Research Centre on Hydrology of Headwater Catchments".
5. "UNESCO IHP" refers to UNESCO's International Hydrological Programme.
6. "CIIT" refers to COMSATS Institute of Information Technology.
7. "Commission" refers to the Commission on Science and Technology for Sustainable Development in the South.

Article 2 – Establishment

The Government shall agree to take, in the course of the year 2015, any measures that maybe required for the setting up at CIIT of a centre under the auspices of UNESCO Category 2 Centre, as provided for under this Agreement, hereinafter referred to as “the Centre”.

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 and structure

4.1 The Centre shall be independent of UNESCO.

4.2 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:

to contract;

to institute legal proceedings;

to acquire and dispose of movable and immovable property.

The Structure of the Centre will involve:

- i) Governing Board: a body in charge of guiding, supervising, evaluating and monitoring the Centre’s financial and thematic activities as well as matters of policy, direction, and priorities. The activities of the Centre will be planned and supervised by the Governing Board. It will be a body with adequate representation of key stakeholders from the South including representation of other UNESCO Cat. 2 and relevant partner institutions in the Commission region as well as national institution in Pakistan;
- ii) Scientific and Technical Board: a body in charge of guiding and supervising the implementation, reviewing and monitoring of the Centre’s scientific and technical activities. The Scientific and Technical Board comprises the UNESCO’s network linked with the IHP.
- iii) Secretariat: a body in charge of running the operations of the Centre.

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 objectives of the Centre shall be to:
 - a) conduct research and provide policy advice on headwater catchments situated in the high altitude mountainous regions of South Asia.
 - b) contribute to capacity building in water resources management for national institutes of the region;
2. The function of the centre shall be the following:
 - a) The Centre will achieve objectives through research, networking and policy advice by dealing with experimental and applied hydrology of the headwater catchments linked with UNESCO medium term strategies especially IHP-VIII.
 - b) The Centre will develop a knowledge platform of innovations and best practices in integrated headwater catchment management to preserve water quantity and quality functions through international research collaboration, joint degree programs and organisation of networking events;
 - c) To contribute and actively participate in technical and policy formulation processes dealing with glaciers, water resources and management in the high and low lands;
 - d) To explore possibilities of collaboration in research and education in the field of water resources and its management, taking advantage of the installed scientific and professional capacity in the region, and of the IHP networks and other national, regional, and international organizations;
 - e) To organize knowledge and information sharing and transfer activities on water resources and issues, including international training courses, symposia and/or workshops, and to engage in appropriate awareness-raising activities;
3. The Centre shall pursue the above objectives and functions in close coordination with the IHP, and Centre shall carry out the above functions and objectives to the extent to which resources and international support can be mobilized.

Article 7 – Governing Board

1. The Centre shall be guided and overseen by a Governing Board renewed once every 3 years and include:

- (a) Minister of Science & Technology (Chairman of the Board);
- (b) The Rector of the CIIT
- (c) Chairperson of Pakistan National Committee for UNESCO IHP;
- (d) Representatives of up to two different water-related centres under the auspices of UNESCO;
- (e) A senior representative of Ministry of Water and Power, Water Division,
- (f) Representative of Pakistan National Commission for UNESCO;
- (g) Representatives of UNESCO Member States from South Asia, which have expressed interest in being represented on the Board and have sent to the Centre notification for membership, in accordance with the stipulation of Article 10, paragraph 2 hereunder;
- (h) A representative of the UNESCO Director-General; and,
- (i) Up to two representatives of international organizations and academic or research centres wanting to participate in the Centres' activities or making substantial contribution to the annual operating budget or running of the Centre, and are thus accorded a seat by a decision of the Governing Board after having sent to the Centre a notification, in accordance with the stipulations of Article 10, paragraph 2 hereunder
- (j) the Director of the Centre, as a non-voting member, who shall also act as the Secretary of the Governing Board.

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 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) approve 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 two thirds of the Governing Board members.

4. The Governing Board shall adopt its own rules of procedure. For the Governing Board's first meeting, the procedure shall be established jointly by the Government and UNESCO

Article 8 – UNESCO's contribution

1. UNESCO may provide assistance, as needed, or as requested by the Director of the Centre in consultation with the Rector of the CIIT, and Chairperson of the Governing Board, 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, staff members, in the specialized fields of the Centre;

(and/or)

(b) engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; (and/or)

(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, 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 land and infrastructure at the CIIT;

(b) assume the maintenance of the premises;

(c) contribute financially to the Centre a total amount of PKR 500 million over 5 years through Development grants of the Government.

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, international organizations and academic of research centres, 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, 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 host country or the Centre.
3. UNESCO undertakes to submit to the Government, at the earliest opportunity, a report on any evaluation conducted of the Centre.

4. Following the results of an evaluation, each of the Parties shall have the option of requesting a revision of its contents or parts thereof, and/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, when they have informed each other in writing that all the formalities required to that effect by the domestic law of the Islamic Republic of Pakistan 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 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 Parties once the Executive Board has 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 ---- working days** following receipt of the notification sent by one of the contracting 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 three members or, *one of whom shall be appointed by the Government of Islamic Republic of Pakistan, 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 [...] copies in the [...] languages, on [...]

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For the United Nations Educational,
Scientific and Cultural Organization

[NAME]

Director-General

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For the Government of The Islamic
Republic of Pakistan

[NAME]

Minister of Science and Technology