

DRAFT AGREEMENT BETWEEN

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

AND

THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

CONCERNING

**THE DESIGNATION OF THE CENTRAL LABORATORY FOR
ENVIRONMENTAL QUALITY MONITORING (CLEQM) AT EL-
QANATER, EGYPT AS A CENTRE UNDER THE AUSPICES OF
UNESCO (CATEGORY 2)**

AGREEMENT BETWEEN

The United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as "UNESCO")

and

The Government of the Arab Republic of Egypt represented by the Ministry of Water Resources and Irrigation (hereinafter referred to as the "Government")

Recalling 37 C/Resolution 93 and the corresponding document 37 C/18 Part I, by which the General Conference approved, in 2013, a revised Integrated Comprehensive Strategy for Category 2 Institutes and Centres under the auspices of UNESCO, and requested UNESCO's Director-General to apply this strategy to all proposals for the establishment of category 2 centres and institutes ;

Considering the feasibility study for the designation of the Central Laboratories for Environmental Quality Monitoring, at El Qanater, Egypt as a Centre under the auspices of UNESCO (category 2), which was undertaken in compliance with the Integrated Comprehensive Strategy for Category 2 Institutes and Centers, as approved in 37 C/Resolution 93;

Recalling 38 C/Resolution [] whereby UNESCO's General Conference approved, in 2015, the designation of the Central Laboratories for Environmental Quality Monitoring, at El Qanater, Egypt as a Centre under the auspices of UNESCO (category 2) and invited UNESCO's Director-General to conclude the corresponding agreement between UNESCO and the Government;

Desirous of strengthening the framework of cooperation for the sake of effective capacity-building in enhancing sustainability of water resources in the Arab States and Africa, through sustained monitoring and assessment of water quality and to support

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 Arab Republic of Egypt represented by the Ministry of Water Resources and Irrigation.
3. "Parties" refers to the Government and UNESCO.
4. "Centre" refers to the "Central Laboratories for Environmental Quality Monitoring (CLEQM) at El-Qanater",
5. "UNESCO-IHP" refers to UNESCO's International Hydrological Programme.

Article 2 - Establishment

The Government hereby agrees to take in 2016, any measures that may be required for the setting up of the Central Laboratory for Environmental Quality Monitoring Monitoring (CLEQM) at El-Qanater as a 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 and the Government, as well as the rights and obligations stemming therefrom for the Parties.

Article 4 - Legal Status

1. The Centre shall be independent of UNESCO.
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;

institute legal proceedings; and,

acquire and dispose of movable and immovable property.

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; and,

(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 the following:
 - a) Provide technical knowledge on environmental issues and train technical personnel to help in decision making related to environmental protection and sustainable use of natural resources.
 - b) Solve environmental problems in the area of environmental chemistry, microbiology, aquatic toxicology, water quality modeling and risk assessment.
2. The functions of the Centre shall be the following:
 - a) Provide timely, high quality, analytical services at the national and regional levels;
 - b) Assist with the development of water quality protection guidelines and legislations based on specific monitoring tasks for future pollution and control measures;
 - c) Use all available advanced technologies and risk analysis models to generate and publish basic information, establish database and update it regularly to be used by decision-makers and concerned authorities;
 - d) Train and upgrade capability of young professionals in the areas of environment and water quality to cope with recent advances at the national, regional and international levels.
3. The Centre shall pursue the above objectives and functions in close coordination with the UNESCO-IHP.
4. The 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 three years and which shall be composed of:

a) a representative of the Government who shall be appointed by, or shall be, the Minister of Water Resources and Irrigation of the Arab Republic of Egypt, and shall be the *ex-officio* Chairperson of the Governing Board;

b) the Director of the Centre, who shall act as observer to the Governing Board and prepare and submit to it all statutory documents and regular reports and statements, as described in paragraph 2 of the present Article;

c) a representative of the National Water Research Centre (NWRC) of Egypt;

d) up to two representatives of Member States and/or Associate Member States of UNESCO from the Arab States and Africa, which have expressed interest in being represented on the Board and have sent to the Centre notification for membership, in accordance with the stipulations of Article 10, paragraph 2 hereunder;

e) a representative of UNESCO's Director-General; and,

f) up to two representatives of international organizations and academic or research centers wishing to participate in the Centre's activities or making a 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.

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 of the Centre, including a biennial self-assessment report 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) adopt the rules and regulations, as well as 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 and academic or research centers 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 or her own initiative or at the request of the UNESCO Director-General or of the Ministry of Water Resources and Irrigation of the Arab Republic of Egypt or of a majority of its members.

4. The Governing Board shall adopt its own rules of procedure. For its first meeting after the entry into force of the Agreement, the procedure shall be established by the Government and UNESCO.

Article 8 - UNESCO's Contribution

1. UNESCO may provide assistance, as required, 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 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 UNESCO's Director-General on an exceptional basis and if justified by the implementation of a joint activity/project within a strategic programme priority area.

2. Additional technical contributions from UNESCO-IHP may include:

a) The provision of technical advice in the formulation of the short-term, middle-term, and long-term programmes of the Centre;

b) the provision to the Centre of IHP publications and other pertinent material, and the dissemination, as appropriate, of information on the activities of the Centre via the UNESCO IHP website, newsletters and other mechanisms at its disposal; and,

c) the participation of members of the IHP Secretariat, when appropriate, in the scientific, technical and training meetings held by the Centre, in which case the cost of participation of such members shall be borne by the Centre.

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 9 - Contribution by the Government

1. The Government shall provide all the resources, 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 fully equipped premises; and,
 - b) entirely assume all running costs and the salary of the staff; and,
 - c) contribute to the Centre the required budget per annum for the implementation of the activities of the Centre; and,
 - d) make available to the Centre the administrative staff necessary for the full performance of its functions.

Article 10 – Participation

1. The Centre shall encourage the participation of Member States, Associate Members of UNESCO, international organizations and academic or research centers which, by their common interest in the objectives of the Centre, desire to cooperate with the Centre.
2. Member States, Associate Members of UNESCO, international organizations and academic or research centers wishing to participate in the Centre's activities shall send to the Centre notification to this effect. The Director of the Centre 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 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 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 UNESCO's strategic programme objectives and expected results aligned with the four-year programmatic period of the Programme and Budget document (C/5), including the two global priorities of UNESCO , as well as related sectoral programme priorities and themes; and,

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's 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.

4. Following the results of an evaluation, each of the Parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 16 and 17 hereunder.

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 Arab Republic of Egypt 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 the Parties once UNESCO's Executive Board has made its comments based on the results of the renewal assessment provided by the UNESCO Director-General.

Article 16 – Denunciation

1. Each of the Parties shall be entitled to denounce this Agreement unilaterally. Prior to denunciation, the Party that intends to denounce the Agreement will inform the other Party of its intention and undertake consultations with the other Party.
2. The denunciation shall take effect within 120 days following receipt of the notification sent by one of the 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 upon by the Parties, shall be submitted for final decision to an arbitration tribunal composed of three members, one of whom shall be appointed by the Ministry of Water Resources and Irrigation of the Arab Republic of Egypt, another by UNESCO's Director-General, 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 2 copies in the English language and 2 copies in the Arabic language, the English version being the authoritative version

Date:

For the United Nations Educational,
Scientific and Cultural Organization

For the Government of the Arab Republic
of Egypt

Irina Bokova
Director-General

Hossam Moghazy
Minister of Water Resources and Irrigation