

AGREEMENT BETWEEN

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

AND

**THE GOVERNMENT OF THE FEDERAL REPUBLIC OF
ETHIOPIA**

CONCERNING

**THE ESTABLISHMENT OF AN AFRICAN REGIONAL CENTRE FOR
ECOHYDROLOGY
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 Federal Republic of Ethiopia (hereinafter referred to as the “the Government”) represented by the Ministry of Water, Irrigation and Energy) jointly referred to as the “Parties”;

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 any renewals of existing agreements;

Considering that the General Conference in 38 C/Resolution ... approved the establishment of the African Regional Centre for Ecohydrology and authorized the Director-General to sign the corresponding agreement;

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 Ethiopia represented by the Ministry of Water, Irrigation and Energy.
3. “Parties” refers to the Government and UNESCO
4. “Centre” refers to the African Regional Centre for Ecohydrology (ARCE).
5. “UNESCO - IHP” refers to UNESCO’s International Hydrological Programme

Article 2 - Establishment

The Government shall agree to take, in the course of the year 2015, any measures that may be required for the setting up of the Centre in Ethiopia 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 and also the rights and obligations stemming there from 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;
 - to institute legal proceedings; and,
 - to 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;

Article 6 - Functions and objectives of the Centre

1. The functions of the Centre shall be to:

- a) Conduct experimental and theoretical scientific research; conduct education and training courses;

- b) Participate in the UNESCO-IHP network as a focal point for ecohydrology in the region and support UNESCO IHP international activities;
- c) Create and reinforce institutional and information networks for the exchange of scientific, technical and policy information at the international level;
- d) Cooperate with government agencies, NGOs, institutions, stakeholders and decision-makers in order to put the results of scientific research into practice;
- e) Spread ecohydrological knowledge through publications, scientific meetings, seminars and scientific conferences;
- f) Promote ecological education and increase public awareness of the links between water systems, biodiversity and sustainable development.

2. The objectives of the Centre shall be to:

- a) Advance ecohydrology through scientific research, publications, international cooperation;
- b) Advance international cooperation and contacts and provide a platform for the exchange of scientific information about Ecohydrology and Integrated Watershed Management (IWM) between institutions in Africa/worldwide within the framework of the International Hydrological Programme (IHP) of UNESCO;
- c) Provide advisory activities, technical information and training as a basis to develop and implement new integrated methods of water restoration and management;
- d) Develop a network of demonstration sites for the implementation of the ecohydrology concept to improve water resources quantity and quality, create positive socio-economic feedback and provide relevant ecosystem services;
- e) Promote advanced scientific research on ecohydrology, monitoring and modelling systems, as well as transfer of knowledge and its implementation in order for water bodies to be ecologically sound, and implement the Water Related Framework Directive of the African Countries, and other environment-related legal regulations;
- (f) Promote social awareness-raising within the scope of ecohydrology application for integrated management of water resources including: society at large, NGOs and governmental institutions at central and regional levels;
- (g) Develop potential and facilities for training, education, dissemination and popularization of scientific achievements.

Article 7 - Governing Board

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

- (a) A representative of the Government who shall be appointed by, or shall be, the Minister of Water, Irrigation and Energy of Ethiopia, and shall be the *ex-officio* Chairperson of the Governing Board;
- (b) Three representatives from the Ministry of Water, Irrigation and Energy of the Federal Democratic Republic of Ethiopia;
- (c) 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;
- (d) up to two representatives of Member States and/or Associate Member States of UNESCO from 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;
- (e) a representative of the Director-General of UNESCO.

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 a 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) 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;
- (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; and it may also meet in extraordinary session when it is deemed necessary.

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

Article 8 - UNESCO's Contribution

1. UNESCO may provide assistance, as needed, 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 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, 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 fully equipped premises; and,
- (b) entirely assume running costs and salary of 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 C/5 document (Programme and Budget), including the two global priorities of UNESCO, as well as 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.

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.

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 State of Kuwait 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 Director-General of UNESCO.

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 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 the Ministry of Water, Irrigation and Energy of the Federal Democratic Republic of Ethiopia, 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 2 copies in the English language.

DONE at.....on this.....day of the month of.....in the year 2015.

For the Government of Federal Democratic Republic of Ethiopia

For the United Nations Educational Scientific and Cultural Organization

Signature.....

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Name.....

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Title.....

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