

AGREEMENT BETWEEN

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

AND

THE GOVERNMENT OF GREECE

CONCERNING

**THE ESTABLISHMENT OF A CENTRE ON INTEGRATED AND MULTI-
DISCIPLINARY WATER RESOURCES MANAGEMENT AT THE
ARISTOTLE UNIVERSITY OF THESSALONIKI, GREECE
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 Greece represented by the Ministry of Culture, Education and Religious Affairs (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, and requested the UNESCO Director-General to apply this strategy to all proposals for the establishment of category 2 institutes and centres ;

Considering 38 C/Resolution XX by which the General Conference approved the designation of the Centre on Integrated and Multi-Disciplinary Water Resources Management established at the Aristotle University of Thessaloniki, Greece, 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 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 Greece represented by the Ministry of Culture, Education and Religious Affairs.
3. “Parties” refers to the Government and UNESCO.
4. CIMWRM refers to the Centre on Integrated and Multi-Disciplinary Water Resources Management the Category 2 Centre established at the Aristotle University of Thessaloniki, Greece, .under the Auspice of UNESCO.
5. “UNESCO-IHP” refers to UNESCO’s International Hydrological Programme.

Article 2 – Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO and the Government regarding the designation of CIMWRM as a Category 2 Centre under the auspices of UNESCO and also the rights and obligations stemming therefrom for the Parties.

Article 3 – Establishment

The Government shall assist, as appropriate, the Aristotle University of Thessaloniki in taking measures to establish and operate CIMWRM as a Category 2 Centre under the auspices of UNESCO as provided for under this Agreement.

Article 4 – Legal status

1. CIMWRM shall be independent of UNESCO.
2. The Parties acknowledge that CIMWRM, as part of the Aristotle University of Thessaloniki, is an entity in the territory of Greece and, as such, CIMWRM's legal status and capacities are governed by Greek laws, regulations, and policies.

Article 5 – Functions and objectives of the Centre

1. The mission of CIMWRM is the advancement of the science and practice of Integrated Water Resources Management (IWRM) to address water related challenges by regional /international/global action through:
 - Development of knowledge and innovation through interdisciplinary scientific research focusing on freshwater related issues;
 - Cooperation with government agencies, NGOs, institutions, stakeholders and decision-makers in order to put the results of scientific research into practice, in particular in the context of transboundary water systems;
 - Networking with universities, research institutions, international organizations and other UNESCO Chairs, Institutes and Centres in the region;
 - Education and Capacity-Building in IWRM at all levels;
 - Dissemination and transfer of technological innovation, models, toolkits and methods that enhance IWRM, through publications, scientific meetings, seminars and scientific conferences, web platforms;
 - Communication and awareness raising on water resources management, environment and sustainable development.
2. The specific objectives of CIMWRM shall be to:
 - a) Develop, promote and infuse sound practices of IWRM around the Mediterranean region, South Eastern Europe and elsewhere;
 - b) Promote research and practice through integrated and multidisciplinary approaches, involving a wide range of disciplines, from natural sciences to engineering, from human sciences to art and communication;
 - c) Provide a platform for advance international cooperation among Member States and the exchange of knowledge, information and tools on IWRM, in particular in the context of transboundary water systems;

- d) Provide policy advise, training and capacity building, technical and information support as a basis to develop and implement new integrated methods of water resources management in the region;
- e) Promote awareness of IWRM issues among governmental institutions at central, regional and local levels, media, NGOs and the public at large.

Article 6 – Steering Committee

The Parties shall collaborate to facilitate CIMWRM's Steering Committee consistent with the provisions of Article [5] of the Agreement between UNESCO and the Aristotle University of Thessaloniki regarding the designation of the Centre as a Category 2 Centre under the auspices of UNESCO.

Article 7 – UNESCO's contribution

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of CIMWRM, in accordance with the strategic goals and objectives of UNESCO by:

- (a) providing the assistance of its experts in the specialized fields of CIMWRM; (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 8 – Contribution by the Government

The Government shall endeavour to monitor that the necessary resources, either financial or in kind, needed for the administration and proper functioning of CIMWRM have been secured by the Aristotle University of Thessaloniki.

Article 9 – 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 Greece 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 10 – 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 made its comments based on the results of the renewal assessment provided by the Director-General.

Article 11 – Denunciation

1. Each of the Parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 120 days following receipt of the notification sent by one of the Parties to the other.
3. The present Agreement shall automatically terminate if and on the date on which the Agreement between UNESCO and the Aristotle University of Thessaloniki terminates.

Article 12 – Revision

This Agreement may be revised by written consent between the Parties.

Article 13 – 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 Culture, Education and Religious Affairs of the Government of Greece, 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 on DATE,

DONE in two copies in the English language.

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

.....
For the Government of Greece

[NAME]

[NAME]

Director-General

Minister of Culture, Education and
Religious Affairs

ANNEX

Agreement between the United Nations Educational, Scientific and Cultural Organization and the Aristotle University of Thessaloniki regarding the designation of the Centre on Integrated and Multidisciplinary Water Resources Management as a Category 2 Centre under the auspices of UNESCO

Whereas, the Centre for Integrated Water Management (CIWRM) is an existing centre within the Aristotle University of Thessaloniki, which functions and operates according to the University Senate's decision;

Whereas, the Aristotle University of Thessaloniki fully supports the designation of the Centre on Integrated and Multidisciplinary Water Resources Management (hereafter "CIMWRM") at the Aristotle University of Thessaloniki (hereafter the "University"), as a Category 2 Centre under the auspices of UNESCO,

Whereas the General Conference of UNESCO, in 38 C/Resolution XX, approved the designation of the Centre on Integrated and Multi-Disciplinary Water Resources Management established at the Aristotle University of Thessaloniki, Greece, as a Category 2 Centre under the auspices of UNESCO, and authorized the Director-General to sign the corresponding agreement;

Whereas, the Director-General of UNESCO and the Government of Greece have entered into an agreement on [date] concerning the establishment of CIMWRM as a Category 2 Centre under the auspices of UNESCO,

Therefore, in consideration of the mutual agreements hereinafter set forth, and intending to be legally bound hereby, UNESCO and the University (hereinafter referred to each as a "Party" and together as the "Parties") agree to the following measures for the establishment of CIMWRM as Category 2 Centre under the auspices of UNESCO:

Article 1 – Establishment of CIMWRM as a Category 2 Centre

The University shall agree to take, in the course of the year following the entry into force of the present Agreement, any measure that may be required for the transformation of the existing CIWRM into a Category 2 Centre under the auspices of UNESCO, as provided for under this Agreement.

Article 2 – Legal Status

The Parties understand that CIMWRM, as an integral part of the University, which itself is a public entity of Greece, has the legal status and capacity necessary for the exercise of its functions in accordance with Greek laws, regulations, and policies, and, in particular, the capacities to contract and to acquire and dispose of movable and immovable property through the University and its legal representatives.

Article 3 – CIMWRM Constitution

The University will develop bylaws or other governance documents (the "Governing Documents") which shall include provisions confirming that:

- (a) CIMWRM will maintain the legal status and capacity within Greece necessary for it to exercise its functions and to receive funds (including as contributions and as payment for services rendered) and acquire all means necessary for its functioning, through the University and the University's administrative bodies; and
- (b) CIMWRM will maintain a governance structure which allows for UNESCO representation.

Article 4 – Functions and objectives of CIMWRM

2. The mission of CIMWRM is the advancement of the science and practice of Integrated Water Resources Management (IWRM) to address water related challenges by regional /international/global action through:

- Development of knowledge and innovation through interdisciplinary scientific research focusing on freshwater related issues;
- Cooperation with government agencies, NGOs, institutions, stakeholders and decision-makers in order to put the results of scientific research into practice, in particular in the context of transboundary water systems;
- Networking with universities, research institutions, international organizations and other UNESCO Chairs, Institutes and Centres in the region;
- Education and Capacity-Building in IWRM at all levels;
- Dissemination and transfer of technological innovation, models, toolkits and methods that enhance IWRM, through publications, scientific meetings, seminars and scientific conferences, web platforms;
- Communication and awareness raising on water resources management, environment and sustainable development.

2. The specific objectives of CIMWRM shall be to:

- f) Develop, promote and infuse sound practices of IWRM around the Mediterranean region, South Eastern Europe and elsewhere;
- g) Promote research and practice through integrated and multidisciplinary approaches, involving a wide range of disciplines, from natural sciences to engineering, from human sciences to art and communication;
- h) Provide a platform for advance international cooperation among Member States and the exchange of knowledge, information and tools on IWRM, in particular in the context of transboundary water systems;
- i) Provide policy advise, training and capacity building, technical and information support as a basis to develop and implement new integrated methods of water resources management in the region;
- j) Promote awareness of IWRM issues among governmental institutions at central, regional and local levels, media, NGOs and the public at large.

Article 5 – Steering Committee

1. The University's Senate will appoint a Steering Committee, renewed every three years, which will steer and oversee CIMWRM operations within the Aristotle University of Thessaloniki.
2. The Steering Committee will be composed of the following members:
 - a) Four representatives of relevant faculties and schools of the Aristotle University of Thessaloniki, one of which will be appointed as Chairperson;
 - b) Up to two representatives of Member States and/or Associate Member States of UNESCO, international organizations and academic or research centres, one from the Mediterranean Region and one from the Balkans, which have expressed interest in being represented on the Steering Committee and have sent CIMWRM notification for membership, in accordance with the stipulations of Article 8, paragraph 2 below;
 - c) A representative of the Director-General of UNESCO.
3. The Chairperson of the Steering Committee will prepare and submit to the Committee all documents and regular reports and statements, as described in paragraph 4 of the present article, for its deliberations and decisions.
4. The Steering Committee shall:
 - a) Approve the long-term and medium-term programmes of CIMWRM;
 - b) Approve the annual work plan of CIMWRM, including the staffing table;
 - c) Examine the annual reports submitted by the Chairperson, including a biennial self-assessment reports of CIMWRM's contribution to UNESCO's programme objectives;
 - d) Examine the periodic independent audit reports of the financial statements of CIMWRM and monitor the provision of such accounting records necessary for the preparation of financial statements;
 - e) Decide on the participation of regional intergovernmental organizations and international organizations in the work of CIMWRM.
5. The Steering Committee 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 a majority of its members. Members can be physically present or participate through teleconference.

Article 6 – Contribution by the University

The University will provide all the resources, financial and in kind, needed for the administration and proper functioning of CIMWRM, as follows:

- a) Fully equipped premises and facilities;
- b) Running costs and salaries of existing administrative support personnel, which by law are covered by the Government of Greece or by external funding;
- c) Salaries of all relevant University personnel involved in the operations of CIMWRM, which by law are covered by the Government of Greece or by external funding;

- d) In an initial phase, operations and activities of CIMWRM will be guaranteed through on-going projects of the University contributing to the functions and objectives of CIMWRM as described at Article 4, which will be progressively leveraged through fundraising efforts by the University.

Article 7 – UNESCO’s contribution

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of CIMWRM, in accordance with the strategic goals and objectives of UNESCO. Such assistance may be by way of:

- (a) providing the assistance of its experts in the specialized fields of IWRM; (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 8 – Participation

1. CIMWRM encourages the participation of Member States and Associate Members of UNESCO, international organizations and academic or research centres which, by their common interest in the objectives of CIMWRM, desire to cooperate with CIMWRM inter alia as Steering Committee members, consistent with Article 5 of the present Agreement. .

2. Member States and Associate Members of UNESCO, international organizations and academic or research centres wishing to participate in CIMWRM’s activities may send notification to CIMWRM to this. CIMWRM shall inform UNESCO of the receipt of such notifications within a reasonable time of receipt.

Article 9 – Responsibility

As CIMWRM is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of CIMWRM, 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 10 – Evaluation

1. UNESCO may, at any time, carry out an evaluation of the activities of CIMWRM in order to ascertain:

- (a) whether CIMWRM 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, as well as related sectoral or programme priorities and themes, and;
- (b) whether the activities effectively pursued by CIMWRM are in conformity with those set out in this Agreement.

2. UNESCO undertakes to submit to the Government of Greece and the University, at the earliest opportunity, a report on any evaluation conducted.
3. UNESCO shall, for the purpose of the review of this Agreement, conduct an evaluation of the contribution of CIMWRM to UNESCO strategic programme objectives, to be funded by the Government of Greece or by CIMWRM.
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 15 and 16 .

Article 11 – Use of UNESCO names and logos

1. CIMWRM may mention its affiliation with UNESCO. It may therefore use after its title the mention “under the auspices of UNESCO”.
2. CIMWRM is authorized to use the UNESCO logo or a version thereof on its letterheaded paper and documents including electronic documents and web pages in accordance with the conditions established by the governing bodies of UNESCO.

Article 12 – Entry into force

The present Agreement shall enter into force following the signature by the Parties on the day of entry into force of the Agreement between UNESCO and the Government of Greece on the establishment of CIMWRM.

Article 13 – Duration

This Agreement shall remain in force for six years, in line with the Agreement between the Government of Greece and UNESCO, unless expressly denounced by either Party as provided for in Article 15 of this Agreement.

Article 14 – Notification

Any notice or communication by any Party to any other Party shall be in writing and shall be deemed to have been duly given if hand delivered, electronically mailed with receive notification requested, or mailed by certified mail, return receipt requested.

The following addresses shall be used to provide notice under this Agreement:

ON BEHALF OF UNESCO:

[•]

ON BEHALF OF THE ARISTOTLE UNIVERSITY OF THESSALONIKI:

[•]

With copies to:

[•]

Article 15 – Termination

Any Party may terminate this Agreement for any reason by issuing written notice to the other Party ninety (90) days prior to the proposed date of termination, provided that if termination is being sought because of a breach of this Agreement, the Party alleged to have caused such breach shall have thirty (30) days in which to cure such breach.

Article 16 – Revision

This Agreement may be amended at any time by mutual written agreement of the Parties. To be binding, changes must be in writing and signed by duly authorized representatives/agents of each Party.

Article 17 – Settlement of disputes

In case of dispute the Parties will undertake all efforts to settle by negotiation or any other appropriate method agreed to by the Parties. If the Parties fail to settle the dispute by mutual understanding, such dispute shall be referred to arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

Article 18 – Miscellaneous

- (a) The present Agreement constitutes the complete understanding of the Parties and supersedes all other oral or written agreements between the Parties, if any. No modification or waiver of any provision hereof will be valid unless it is submitted in writing and signed by both Parties. Should any portion of this Agreement be found invalid by a court of law, the remaining portions of this Agreement will continue to bind the Parties.
- (b) The present Agreement shall terminate if and on the date on which the Agreement between the Government of Greece and UNESCO on the establishment of CIMWRM terminates.

IN WITNESS WHEREOF, the undersigned have signed this Agreement on DATE

DONE in two copies in the English language.

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

.....
For the Aristotle University of Thessaloniki

[NAME]

[NAME]

Director-General

Rector