

DRAFT AGREEMENT BETWEEN

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

AND

THE GOVERNMENT OF THE STATE OF KUWAIT

CONCERNING

**THE DESIGNATION OF THE WATER RESEARCH CENTRE AT THE KUWAIT INSTITUTE
FOR SCIENTIFIC RESEARCH (KISR) IN SHUWAIKH, KUWAIT, AS A CATEGORY 2
CENTRE UNDER THE AUSPICES OF UNESCO**

The United Nations Educational, Scientific and Cultural Organization
(hereinafter referred to as "UNESCO")
and
The Government of the State of Kuwait
(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 Water Research Centre at the Kuwait Institute for Scientific Research (WRC-KISR) in Kuwait 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 Water Research Centre at the Kuwait Institute for Scientific Research (WRC-KISF) in Kuwait as a category 2 centre under the auspices of UNESCO and invited the Director-General of UNESCO 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 arid and semi-arid regions worldwide and the advancement of technologies for desalination and wastewater treatment, through research, capacity-building and international cooperation;

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 State of Kuwait represented by the Ministry of Higher Education.
3. "Parties" refers to the Government and UNESCO.
4. "Centre" refers to the Water Research Centre at the Kuwait Institute for Scientific Research
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 Centre as a category 2 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 Centre will be part of the Kuwait Institute for Scientific Research (KISR), which is an autonomous institution of the Council of Ministers of the State of Kuwait, through which it will have 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) a governing structure for the Centre allowing UNESCO representation within its governing body.

Article 6 - Functions/Objectives

1. The main objective of the Centre is to address water challenges facing Kuwait and other countries especially in water-scarce regions of the world with focus on the development of innovative technologies and solutions relevant to the following five key areas:

- a) Develop innovative desalination technologies and make substantial breakthroughs in desalination systems' efficiencies in terms of footprint, energy, raw materials and environment, addressing the need for new desalination capacity with reduced natural fuel use and substantially improved environmental performance.
- b) Develop thermal desalination technologies to improve the sustainability and competitiveness of freshwater supply from thermal desalination by radically improving efficiency, economics, and flexibility within cogeneration.
- c) Develop innovative technologies for wastewater treatment and reclamation focusing on augmenting the overall water availability by improving technologies for wastewater treatment, reclamation, and reuse.
- d) Propose solutions for natural water resources development and protection as part of providing an integrated approach that develops and protects natural water resources, and sustainably optimizes their use and management through applied research on Kuwait's

groundwater dynamics, pollution, resource augmentation, policy and technological solutions to other natural water resources-related issues.

- e) Propose solutions for water resources management and allocation to sustainably optimise the use and management of water resources by developing management solutions involving policy, infrastructure, and participatory approaches.

2. The Centre shall pursue the above objectives and functions in close coordination with the IHP.

3. The Centre shall carry out the above functions and objectives to the extent to which national resources and international support can be mobilized.

4. The functions of the Centre are as follows:

- a) Conduct innovative research and development activities in line with the above referenced programmatic areas defined in its objectives;
- b) Provide expert advice to policy and decision-makers on water-related issues;
- c) Conduct knowledge transfer and dissemination through scientific publication, community outreach;
- d) Organize and hold scientific seminars, technical workshops, and symposia in relevant areas of competence;
- e) Participate in joint research and educational activities of higher educational institutions;
- f) Establish and participate in expert exchange programmes with other centres of excellence, academia, and water-sector industries;
- g) Establish science/application partnerships aiming for commercialization of research and development output with a view to enhancing the sustainability of research and development endeavor of the Centre and highlighting the role of scientific research in water-related issues; and
- h) As necessary, undertake capacity-building activities in Kuwait and other countries with a focus on targeting the water sector, especially in areas relevant to desalination.

Article 7 - Governing Board

1. The Centre shall be guided and overseen by a Governing Board, renewed once every four years and which shall be composed of:

- a) the Chairperson of the Board of Trustees of KISR or his appointed representative, who shall be the ex-officio Chair of the Centre's Governing Board.
- b) concerned members of the Board of Trustees of KISR who shall be named by the Chairperson of the Board of Trustees of KISR to be on the Centres' Governing Board
- c) The Director-General of KISR
- d) the Executive 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;
- e) up to two representatives of Member States and/or Associate Member States of UNESCO, 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;

f) a representative of UNESCO's Director-General; and,
g) 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 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, as well as determine the financial, administrative and personnel management procedures, for the Centre in accordance with the laws of the country and the internal rules and procedures of KISR;
- f) decide on the participation of regional intergovernmental organizations, 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 either independently or beside the regular sessions of the Board of Trustees of KISR; 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 Higher Education of the State of Kuwait, or the Director-General of KISR, 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 technical assistance, as required, 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 to the Centre of UNESCO-IHP publications and other pertinent material, and the dissemination, as appropriate, of information on the activities of the Centre via the IHP website, newsletters and other mechanisms at its disposal; and,

b) the participation of members of the UNESCO-IHP Secretariat and relevant Field Offices, when appropriate and requested, in the scientific, technical and training meetings held 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, neither be subject to any legal process, nor bear 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 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 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 Higher Education of the State of Kuwait, 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 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 State of Kuwait

Irina Bokova
Director-General

Bader Hamad Al-Essa
Minister of Education
Minister of Higher Education
Chair of the Board of Trustees of
KISR